



VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This is a Release and Waiver of Liability (the “**Release**”) executed on this date, _____, by _____ (the “**Volunteer**”), in favor of Seamark Ranch, Inc., a Florida nonprofit corporation, their directors, officers, employees, and agents (collectively known as “**Seamark**”).

The Volunteer desires to work as a volunteer for Seamark and engage in the activities related to being a volunteer (the “Activities”). The Volunteer understands that the Activities may be hazardous to him/her and may include construction, deconstruction, rehabilitating buildings, skilled labor, cleaning, painting, loading/unloading, clearing and landscaping, farm work, working in the Seamark office, and working at special events. The Volunteer hereby freely, voluntarily, and without duress executes this Release under the terms below:

1. Release and Waiver

Volunteer does hereby release and forever discharge and hold harmless Seamark Ranch and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Volunteer’s Activities with Seamark. Volunteer understands that this Release discharges Seamark from any liability or claim that the Volunteer may have against Seamark with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s Activities with Seamark, whether caused by the negligence of Seamark or its officers, directors, employees, or agents or otherwise. Volunteer also understands that Seamark does not assume any responsibility for, or obligation to provide, financial assistance or other assistance, including but not limited to property damage, medical, health, or disability insurance in the event of injury, illness or death.

2. Medical Treatment

Volunteer understands and agrees that Seamark is not under a legal duty or requirement to render aid or medical treatment, but will use its best judgment as to when to render aid or summon medical care. Volunteer does hereby release and forever discharge Seamark from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer’s Activities with Seamark, or with the decision by any representative or agent of Seamark to administer such treatment. Volunteer agrees to pay for any and all medical expenses incurred as a result of the use of this consent

3. Assumption of Risk

The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Seamark from all liability for injury, illness, death or property damage resulting from the Activities. Further, Volunteer understands that it is his/her obligation to inform Seamark Ranch of any and all health considerations or medical conditions that may restrict participation in any and all Activities. Volunteer shall not participate in the activities if not presently healthy or alert enough to do so.

4. Insurance

The Volunteer understands that, except as otherwise agreed to by Seamark in writing, Seamark does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

5. Photographic Release

Volunteer does hereby grant and convey unto Seamark all right, title and interest in any and all photographic images and video or audio recordings made by Seamark during the Volunteer’s Activities with Seamark, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.



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6. Other

Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

By signing this document, Volunteer acknowledges that if anyone is hurt or property is damaged during participation in these Activities, Volunteer may be found by a court of law to have waived his/her right to maintain a lawsuit against Seamark Ranch on the basis of any claim released herein.

IN WITNESS WHEREOF, Volunteer has read, understood, and executed this Release as of the date first above written.

Witness: _____
(Print your name) (Sign your name)

Volunteer: _____
(Print your name) (Sign your name)

Complete Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Home Phone: _____ **Cell Phone:** _____

Email: _____

The following is required if volunteer is under 18 years of age:

Contact person in case of emergency:

Name: _____ **Phone:** _____

Relationship: _____

Family Physician: _____ **Physician Phone:** _____

Health Insurance Company: _____

Group Number: _____ **Policy Number:** _____

Parent / Legal Guardian Signature: _____