

This Release, Waiver of Liability and Indemnity (“*Waiver*”) is executed (1) by the undersigned Volunteer for the benefit of The Miles Foundation, Inc., a Texas nonprofit corporation and its directors, officers, employees, agents and other volunteers (collectively, “*Foundation*”) and (2) as a condition precedent to, and as consideration for, Volunteer’s participation in programs, events or activities affiliated with or administered by the Foundation (collectively, “*Event*”). Volunteer understands that (1) no compensation or other benefits will be provided by Foundation for Volunteer’s participation and (2) Volunteer is responsible for their own insurance coverages.

Waiver, Release and Indemnity: I, the undersigned Volunteer, understand and agree that the Event may involve certain known risks or dangers, including but not limited to, transportation accidents, personal injuries, illness and loss or damage to property. I understand and agree that the Foundation cannot be expected to control all of said risks and makes no warranty, express or implied, as to the condition of any real or person property used in connection with the Event. In consideration of the benefits I will receive through my participation in the Event, I hereby assume all risk of injury or harm and knowingly RELEASE THE FOUNDATION FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION I MAY HAVE FOR PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS OR DEATH SUSTAINED BY ME ARISING OUT OF THE EVENT, WHETHER CAUSED BY MY OWN NEGLIGENCE OR THE NEGLIGENCE OF THE FOUNDATION. Further, I voluntarily and knowingly agree to HOLD HARMLESS, PROTECT, AND INDEMNIFY the Foundation against and from any and all claims, demands, or causes of action for property damage, personal injury, illness or death, including defense costs and attorney’s fees, arising out of my participation in the Event, REGARDLESS OF WHETHER SUCH DAMAGES, INJURY OR DEATH ARE CAUSED BY MY OWN NEGLIGENCE, OR BY THE NEGLIGENCE OF THE FOUNDATION OR ANY OTHER PERSON. Upon notification from the Foundation of any claim or action brought against it in connection with my participation in the Event, I or my representative shall promptly take over and defend any such claim or action.

Medical Treatment: I further understand that Foundation does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited insurance or medical treatment. I expressly waive any such claim for assistance from, or liability of, the Foundation in the event of injury, illness or medical expenses incurred by me. I consent to any medical treatment that may be required during my participation in the Event, and the costs of any such treatment shall be my sole responsibility.

Compliance: I agree to abide by all applicable laws and regulations of applicable governmental authorities, and to keep any records required by such authorities. I further agree to abide by all rules and policies of Foundation, including without limitation, not participating in any Event (i) under the influence of any substance of any nature that impairs my judgment or ability to safely participate in the Event or (ii) if I have been exposed to, or experienced symptoms of, any communicable disease.

Photographic Release: I grant and convey to Foundation a perpetual license to use all images, videos, and audio recordings of me or my likeness made in connection with my participation in the Event.

As a volunteer, I expressly agree that this Waiver is intended to be as broad as legally permissible. This Waiver shall be governed by and interpreted in accordance with the laws of Texas and exclusive venue of any dispute hereunder shall lie in the courts of Tarrant County, Texas. If any clause or provision of this Waiver is deemed invalid, the enforceability of the remaining provisions of this Waiver shall not be affected. By signing below, I express my understanding and intent to enter into this Waiver willingly and voluntarily.

Printed Name of Volunteer: _____

Email: _____

Volunteer Signature: _____

Date: _____