

PLEASE READ CAREFULLY! PLEASE PRINT LEGIBLY!  
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

## RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the "Release") is executed on this \_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_ (the "Volunteer") in favor of Eastern Virginia Medical School, the members of its Board of Visitors,, affiliated or associated entities, their directors, and all of their respective officers, employees, and/or agents (collectively "EVMS").

The Volunteer desires to engage in volunteer activities as agreed upon from time to time for the benefit of EVMS (the "Activities"). Volunteer understands that there are hazards and risks to his/her person and personal property, and that such hazards and risks may occur from the Activities of Volunteer, other volunteers, or actions of EVMS, its officers, employees, and/or agents.

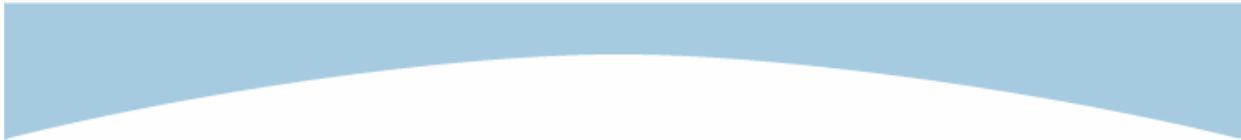
The Volunteer does hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **Release and Waiver.** Volunteer does hereby release and forever discharge and hold harmless EVMS and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which may hereafter arise from Volunteer's Activities with EVMS and/or any project, activity, or event sponsored, arranged, or promoted by an entity affiliated or associated with EVMS.

Volunteer understands that this Release discharges EVMS from any liability or claim that the Volunteer may have against EVMS with respect to any bodily injury, illness, death, loss of earnings or property damage that may result from Volunteer's Activities with EVMS, whether or not caused by the negligence of EVMS.

2. **No Compensation.** Volunteer agrees that he/she has no expectation of receiving any wage, salary, honorarium or other form of compensation. Volunteer also understands and agrees that EVMS does not assume any responsibility for or obligation to provide financial compensation or other benefits normally associated with employment, including but not limited to any form of insurance or paid time off.

3. **Medical Treatment.** Volunteer does hereby release and forever discharge EVMS from any liability, claims, demands and causes of actions whatsoever which may hereafter arise on account of any first aid treatment or medical service rendered in connection with the Volunteer's Activities with EVMS



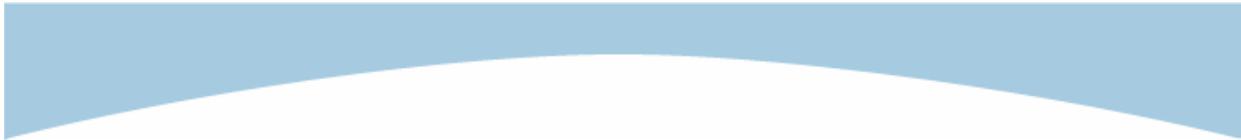
and/or any project, activity, or event sponsored, arranged, or promoted by an entity affiliated or associated with EVMS.

4. **Insurance.** The Volunteer understands that EVMS does not carry or maintain health insurance, unemployment insurance, workers' compensation, life insurance, or disability insurance coverage for Volunteer, and expressly disclaims any responsibility or obligations to do so. Volunteer is encouraged to maintain his or her own health insurance coverage.

5. **Photography /Audio Release.** Volunteer does hereby grant and convey unto EVMS all rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf of EVMS, or made with its consent, during the Volunteer's Activities with EVMS, and/or any project, activity, or event sponsored, managed, arranged, or promoted by any entity affiliated or associated with EVMS including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. **Other.** Volunteer expressly agrees that this Release shall be governed by and is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia. 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. The Volunteer intends this Release to be in effect each and every time Volunteer participates in Activities, without signing a new Release.

**Continued on Next Page**



IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Witness:

Volunteer:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (H) \_\_\_\_\_

(W) \_\_\_\_\_

If a minor:

I \_\_\_\_\_, as parent/legal guardian of the minor named above hereby give my consent for him/her to volunteer in Activities at or for and on behalf of EVMS.

Signed: \_\_\_\_\_ Relation: \_\_\_\_\_ Date: \_\_\_\_\_