ALUM CREEK WILDLIFE MANAGEMENT ASSOCIATION
VOLUNTEER LIABILITY RELEASE FORM

<u>Waiver and Release</u>. In connection with my participation as a volunteer in the Neighbors Helping Neighbors Program (the "<u>Program</u>") of Alum Creek Wildlife Management Association ("<u>ACWMA</u>"), I hereby forever and irrevocably release, discharge and agree to indemnify and hold harmless ACWMA and the Program's property owner(s) against any and all losses, liability, claims, demands and judgments related to, arising out of, or in connection with my participation in the Program, including personal injury (up to and including death), damages to or loss of personal or real property of ACWMA or such property owner(s), liabilities arising from any first-aid treatment or medical services rendered in connection with the Program.

<u>Assumption of Risk</u>. As part of my participation in the Program, I have been (or will be) informed by ACWMA regarding the general risks relating to my participation in the Program, including specific risks from Program-related properties. Regardless, I acknowledge that some of the most common risks associated with my participation in the Program include:

- personal injuries, including cuts, scrapes, skin irritation, resulting from my participation in the Program (regardless of personal negligence);

- cold weather and heat related injuries and illnesses, including, but not limited to, frostnip, frost bite, hypothermia, heat exhaustion, heat stroke, sunburn and dehydration; and

- insect bites, animal bites, and encounters with poison ivy or other irritation-causing plants.

My signature on this document indicates that I recognize my sole personal responsibility to be informed about job safety, hazardous materials and applicable safety rules, correct procedures for operating equipment and tools and use of personal protective equipment regardless of any education provided by ACWMA. I further understand that, if my experience or comfort level with certain processes, procedures or equipment is not such that I feel reasonably confident or capable, I have two courses of action: (1) I may ask the worksite coordinator for specific training or demonstrations to improve my skills before I decide to apply them, or (2) I may opt out of participating in these processes, procedures or operating such equipment entirely.

Specifically, with respect to chainsaws or other similar cutting or grinding equipment, I understand that personal protective equipment includes: chainsaw chaps, hard hat, eye protection, hearing protection, gloves and heavy boots. If I operate my own personal chainsaw without wearing these items, I acknowledge that I willingly assume additional personal harm at my own risk. Further, I acknowledge I am responsible for knowing and applying the manufacturer's safety precautions on my chainsaw, including frequently checking and, if needed, adjusting chain tension.

<u>Ability to Volunteer</u>. I represent that I have no physical or mental condition(s) that could preclude me from participating in the Program, and I am not participating against medical advice or treatment. I further declare that if I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during my participation in the Program, I will immediately notify the worksite coordinator and cease such participation.

<u>Publicity</u>. I grant ACWMA the rights to display, transmit, reproduce, modify, sell and otherwise use my name and likeness in any materials created by or on behalf of ACWMA in connection with the Program.

<u>Acknowledgement</u>. I have carefully read this release and waiver, understand all its terms and agree that it is intended to be as broad and inclusive as permitted by the laws of the State of Texas, which it shall be governed and interpreted by. If any provision of this release and waiver is deemed invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected. Furthermore, I execute it voluntarily and with full knowledge of its legal consequences.

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Printed Name

_____   _____

Participant Signature   Date