



Project Name: _____ Project Date: _____

ASSUMPTION OF RISK AND RELEASE OR WAIVER FROM LIABILITY AGREEMENT

Last Name: _____ First Name _____

Phone: _____ Email _____

Street Address _____ City/State/Zip _____

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK AND RELEASE OR WAIVER FROM LIABILITY AGREEMENT AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND BASICS, INC. I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL.

1. I acknowledge that I have voluntarily applied to Brothers and Sisters in Community Service (BASICS) to participate in construction and other activities at various locations in California and Mexico.
2. As consideration for being permitted by BASICS to participate in these activities and use their tools and facilities, I hereby agree that I, my assignees, my heirs, distributes, guardians, and legal representatives will not make a claim against, sue, or attach the property of BASICS or the suppliers of any of the tools or equipment I will use in these activities, for injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent, contractor of or other participant in BASICS activities.
3. I hereby release BASICS from all actions, claims, or demands that I, my assignees, my heirs, distributes, guardians and legal representatives now have or may hereafter have for injury or damage resulting from my participation in any BASICS activities.
4. I hereby release and forever discharge BASICS from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or participation in BASICS's activities.
5. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any provision herein is deemed 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 remaining provisions shall continue to be enforceable.
6. Waiver of California Civil Code Section 1542. I acknowledge that I have been advised regarding the effect of California Civil Code Section 1542, which provides as follows:

“a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

I, HAVING BEEN SO ADVISED, HEREBY EXPRESSLY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542.

7. I am aware that construction is a hazardous activity. I am voluntarily participating in the activities of construction with the knowledge of the danger involved and with the knowledge that medical facilities may not be available in the event of injury to myself. I hereby agree to accept any and all risks of injury or death, and verify this statement by placing my initials here: _____ (initial here) NOTE: Parent's initials required if child is under the age of 18.

I hereby grant to BASICS INC., its legal representatives, successors and assigns, irrevocable permission to take and to copyright, in its own name or otherwise, and re-use, publish and republish photographic portraits, pictures or similar images or likenesses (collectively, the "Pictures") of the undersigned and the undersigned's children and/or other minors for which the undersigned is/are legally responsible, including, without limitation, any other Pictures in which the same may be included, in whole or in part, composite or distorted in character of form, without restriction as to changes or alterations, in conjunction with the undersigned's own or fictitious names, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever. The undersigned also consent to the use of any published matter in conjunction therewith. The Pictures may be published in any manner, including advertising, periodicals, trade show exhibits or other promotional applications. Furthermore, the undersigned will hold harmless BASICS INC., its legal representatives, successors and assigns, from any liability arising from or in connection with the aforementioned Pictures.

I affirm that I am more than 18 years of age and that I am competent to sign this contract on my own behalf. I acknowledge that I have read the foregoing authorization and release and that I fully understand its contents.

PARTICIPANT SIGNATURE: _____ DATE: _____ DATE OF BIRTH: _____
Parental signature is mandatory for volunteers under 18 years old.

PARENT/LEGAL GUARDIAN: PRINT: _____ SIGNATURE: _____