

This Release and Waiver of Liability (The Release) executed on this day by the minor child (the "Volunteer"), and the parent having legal custody and/or the legal guardian of the volunteer (the Guardian), in favor of Dermer Dreams, a nonprofit corporation, its directors, officers, employees and agents (collectively, 'Dermer Dreams').

The Volunteer and Guardian desire that the minor child work as a volunteer for Dermer Dreams and engage in the activities related to being a volunteer (The "Activities"). The Volunteer and the Guardian understand that the Activities may include but are not limited to, collecting and delivering food with their parent or guardian and volunteering at events.

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

**Release and Waiver.** Volunteer and Guardian do hereby release and forever discharge and hold harmless Dermer Dreams 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 arise or may hereafter arise from Volunteers Activities with Dermer Dreams.

Volunteer and Guardian understand that this Release discharges Dermer Dreams from any liability or claim that the Volunteer or Guardian may have against Dermer Dreams with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Dermer Dreams whether caused by the negligence of Dermer Dreams or its officers, directors, employees or agents, or otherwise. Volunteer and Guardian also understand that Dermer Dreams does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**Medical Treatment.** Volunteer and Guardian do hereby release and forever discharge Dermer Dreams 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 Dermer Dreams or with the decision by any representative or agent of Dermer Dreams to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

**Assumption of the Risk.** Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in these Activities and release Dermer Dreams from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance.** The Volunteer and Guardian understand that, except as otherwise agreed to by Dermer Dreams in writing, Dermer Dreams does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

**Photographic release.** Volunteer and Guardian do hereby grant and convey unto Dermer Dreams all right, title, and interest in any and all photographic images and video or audio recordings made by Dermer Dreams during the Volunteer's work for Dermer Dreams, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or

recordings.

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