

# VOLUNTEER RELEASE AND WAIVER OF LIABILITY

**Please take a moment to read and indicate your consent, on behalf of yourself or a minor, to our Volunteer Liability Waiver and Agreement, which is intended to safeguard the Vascular Birthmarks Foundation's nonprofit mission:**

This VOLUNTEER RELEASE AND WAIVER OF LIABILITY (this "**Release**") is executed as of [DATE] by [VOLUNTEER NAME] ("**I**" or "**me**") in favor of The Vascular Birthmarks Foundation, a not-for-profit corporation organized and existing under the laws of the State of New York, and its directors, officers, employees, volunteers, and agents (collectively, the "**Organization**").

I desire to volunteer for the Organization and engage in activities related to being its volunteer (the "**Activities**"). I also understand that as a volunteer I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits. I acknowledge that I am not an employee.

In exchange for being allowed to participate in the Activities as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. Assumption of Risk. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities.
2. Medical Treatment. I hereby give consent and authority to the Organization to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless the Organization from any claim whatsoever in connection with such treatment or other medical services.
3. Release and Waiver. I hereby fully and forever release and discharge the Organization from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities. I covenant not to make or bring any such claim or demand against the Organization, and fully and forever release and discharge the Organization from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE ORGANIZATION FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE ORGANIZATION WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE ORGANIZATION OR OTHERWISE.

4. Insurance. I UNDERSTAND THAT, EXCEPT AS AGREED TO BY THE ORGANIZATION IN WRITING, THE ORGANIZATION 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 OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

5. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by the Organization for internal and/or promotional use. I hereby grant and convey to the Organization all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Organization's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

6. Confidentiality. As a volunteer, I may have access to confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as required in my volunteer activities.

7. Assignment of Work Product. If I prepare any work product for the Organization, I intend for VBF to have full and exclusive rights to such work product, including brochures, reports, websites, software, presentations, or other materials I create or help to create for VBF, and any intellectual property rights in or derivatives of such work product. Accordingly, I: (a) assign to VBF all rights, title, and interest worldwide in the work product; (b) grant to VBF an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in the work product that cannot be assigned to VBF; and (c) waive enforcement against VBF of any rights in the work product that cannot be assigned or licensed to VBF.

8. Miscellaneous. I hereby agree that this Release represents the full understanding between the Organization and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of the Organization and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

9. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in

accordance with the laws of the State of New York, without reference to any choice of law doctrine.

[SIGNATURE FORM FOLLOWS]