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# Liability Waiver

IN CASE OF AN EMERGENCY CALL 911

**PLEASE READ CAREFULLY BEFORE SIGNING**

In consideration of my desire to serve as a volunteer for ElderSource, I, for myself and my heirs, executors, representatives, administrators and assigns, hereby acknowledge and agree as follows:

Inherent Risks and Assumption of Risk. I acknowledge and understand if my volunteer activities involve interaction with seniors, persons with disabilities and caregivers that there may be risks associated with participating in such activities; speaking with clients, meeting with clients, working at the facility, interacting with a client who is upset. Further, I assume all responsibility for any and all risk of property damage or bodily injury I may sustain while participating in **any** volunteer activities for ElderSource even if caused by the negligence of ElderSource or its officers, directors, employees, agents and volunteers.

Full and Complete Release. I, for myself and my heirs, executors, representatives, administrators and assigns, hereby expressly release, waive and discharge ElderSource and its officers, directors, employees, agents and volunteers from any and all claims for personal injury or property damage on account of, by reason of or arising in connection with volunteer activities, even if caused by the negligence of ElderSource or its officers, directors, employees, agents and volunteers.

Indemnification. I expressly agree to hold harmless, indemnify and defend ElderSource against and from any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney’s fees, whether actually incurred or not, which may in any way arise from or be in any way connected to volunteer activities or my presence on ElderSource property or at a work/ volunteer site; and in the facilities located thereon.

Severability. I expressly agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Fitness for Volunteer Activities. I currently have no known mental or physical condition that would impair my capability for full participation as intended or expected of me.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND INDEMNIFICATION AGREEMENT AND UNDERSTAND THE CONTENTS THEREOF AND FREELY, KNOWINGLY AND VOLUNTARILY SIGN THIS AGREEMENT AS MY OWN FREE ACT.

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

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_