

Release and Waiver of Liability Agreement

This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (“Release”) is made and provided by the person signing below (“Participant”), who is being permitted to participate in a transportation service to and from public location program (“Ride Services”), or a phone reassurance and online grocery shopping program (“Special Services”), contacting homebound senior adults (“Clients”), operated by Faith in Action Georgetown (“Organization”) and members of the public who volunteer their time and/or vehicles (“Volunteers”), including the use of vehicles owned by Organization, by third parties, Volunteers, and members of the public (“Vehicles”). The Participant desires to participate in Ride Services and Special Services. Participant acknowledges and agrees that entering into this Release is required as a condition to participating in Ride Services and Special Services. This Release shall be effective on the date of its execution and delivery by Participant.

In consideration of Organization permitting Participant to participate in Ride Services or Special Services, the undersigned, on behalf of himself/herself, his/her personal representative, heirs, and next of kin, hereby stipulates and agrees:

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISK. Participant understands and acknowledges that because the Ride Services and Special Services involve inherent risks and are dangerous, and that he or she may suffer illness or may sustain serious bodily injury, including temporary or permanent disability, paralysis and death, as well as property damage. Pursuant to current recommendations from Centers for Disease Control and Prevention and public health in the ongoing health situation (such as COVID-19), physical contact limitations MUST be observed at all times. During this time, Rides Services will be suspended.

Such risks and dangers may be caused by the Participant’s own actions or inactions, the actions or inactions of others partakers in the Ride Services and Special Services, the actions or inactions of volunteers or third parties, the condition of the Vehicles, adverse weather conditions, or the negligence of the Released Parties (as defined in Section 3 of this Release). Participant also acknowledges that any injuries he or she may sustain may be compounded or increased by negligent or delayed rescue operations or procedures of the Released Parties. Participant further acknowledges there may be other risks and economic losses, which may be known to the Participant or may be unforeseeable, that are presented by participation in the Ride Services and Special Services. PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO ENTRY, USE, AND EXIT OF THE VEHICLES AND PARTICIPATION IN THE SPECIAL SERVICES OPERATED BY ORGANIZATION, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

2. PARTICIPANT’S REPRESENTATIONS. Participant acknowledges and represents that: (1) Participant is not currently experiencing symptoms of illness such as fever, upper respiratory infection, vomiting and/or diarrhea and has been free of such for 48 hours; (2) Participant is generally in good health and free from known contagious diseases; (3) When a Participant provides a pick-up and delivery of items, the Participant will at all times wear a seat belt if available and make use of all other applicable safety measures while participating in Ride Services and Special Services; (4) Participant shall at all times follow all the rules and regulations for Ride Services and Special Services as may be established or modified by the Organization and its staff and volunteers; and (5) Participant has fully read and understands each of the provisions of this Release, and prior to signing this Release had the opportunity to consult with an attorney.

3. RELEASE FROM LIABILITY. Participant hereby agrees, on behalf of himself or herself, and his or her heirs and personal representatives, to fully and forever discharge and release Organization and Volunteers, their affiliates, and their respective partners, agents, operators, managers, employees, and representatives, other drivers, owners of other vehicles participating in the Ride Services and Special Services, and rescue personnel (“Released Parties”) from any and all claims Participant may have or hereinafter have for any infection or illness (including but not limited to COVID-19), injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Participant’s use of the vehicles and participation in the Ride Services and Special Services, whether caused by the negligence of the Released Parties or by any other reason. Participant acknowledges and agrees that this Release is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by the Participant while using the Vehicles or in any way related to the Ride Services, Special Services, and associated activities.

4. COVENANT NOT TO SUE. Participant agrees, for himself or herself, and all of his or her heirs and legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which Participant or his or her heirs or legal representatives may have as a result of any personal injury, death or property damage the Participant may sustain while using the Vehicles or participating in the Ride Services, Special Services, and associated activities.

5. INDEMNIFICATION. Participant hereby agrees to defend, indemnify and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys’ fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of Participant’s involvement in any of the activities associated with Ride Services, Special Services, or Participant’s use of the Vehicles, whether caused by the negligence of Released Parties or otherwise.

6. Governing Law and Venue. This Release agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of law of such state. Participant agrees that any action arising out of this Release must be brought exclusively in any state or federal court located in Williamson County, Texas.

7. Waiver. No waiver of any term or right in this Release shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

8. Survival. Any provision of this Release providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

9. Compliance with Laws. In the performance of the terms of this Release, use of the Vehicles and participation in the Ride Services or Special Services, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

10. Severability. If any provision or portion of this Release shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

11. Entire Agreement; Modification; Binding Effect. This Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND ENTER THIS AGREEMENT FREELY AND VOLUNTARILY.