



Please Print Participant's Name

Agreement, Release and Waiver of Liability

In consideration of being permitted to enter a Beds, Plus Care, Inc. ("BEDS") facility, assisting BEDS as a volunteer, or participating in any Activity (as defined below), whether at a BEDS facility or otherwise, and in recognition of the not-for-profit status of BEDS, I agree as follows:

1. **Liability Release. THIS IS A RELEASE OF LIABILITY.** I hereby knowingly and voluntarily waive, release, exculpate and discharge, on behalf of myself and my heirs, legal representatives, successors and assigns, BEDS, all foundations, subsidiaries and other entities affiliated with BEDS and each of their respective directors, officers, advisory board members, employees, agents, representatives and volunteers (collectively, the "Released Parties") from and against any and all liabilities (including liabilities arising from the negligence or fault of BEDS or any of the Released Parties) losses, injuries, claims, causes of action, suits, proceedings, settlements, damages, costs, fees and expenses, at law or in equity, known and unknown, foreseen and unforeseen, including, without limitation, attorneys' fees and costs of litigation, and any other liabilities arising out of, in connection with, or resulting from my involvement or participation in any volunteer activity, recreational activity, social activity, educational activity, service activity or program offered, sponsored or facilitated by BEDS or any of the Released Parties, whether at a BEDS facility or otherwise (each, an "Activity") to the fullest extent permitted by law. I voluntarily agree to release BEDS and the Released Parties in advance from all such potential liabilities and I agree not to sue or to commence any legal action, complaint or charge against BEDS or any of the Released Parties on any matter arising from, related to or in connection with my involvement or participation in any Activity or with this Agreement.
2. **Indemnification.** I agree to indemnify and hold BEDS and each of the Released Parties harmless from and against any and all potential claims, lawsuits or actions brought by any third party against BEDS or any of the Released Parties arising from, related to or in connection with my involvement or participation in any Activity, whether caused by negligence or otherwise.
3. **Assumption of Risk.** I understand and acknowledge that there are risks inherent in the Activities and that my involvement or participation in any of the Activities can result in loss, damage, personal injury, permanent disability or death. I agree to assume and accept all such risks that potentially accompany involvement or participation in any of the Activities. I also agree to take all reasonable measures to avoid any risks, injury or death to myself and others.
4. **Emergency Healthcare Authorization.** In the event of any injury or illness to me, whether real or suspected, during my involvement or participation in any Activity, I hereby authorize and give permission to BEDS to arrange for emergency transportation to a doctor or hospital for medical diagnosis or treatment including, without limitation, emergency surgery or medication, and I assume the responsibility of all related fees and expenses arising therefrom.
5. **Status.** I acknowledge that I shall not be deemed an employee, agent, subcontractor or independent contractor of BEDS or any of the Released Parties and I have no expectation that as a result of my involvement or participation in any Activity, I will be provided employment with BEDS, whether now or in the future. I further acknowledge that BEDS will not provide me with compensation, unemployment insurance, worker's compensation or any other benefit of employment as a result of my involvement or participation in any Activity. Either BEDS or I may terminate my involvement or participation in any Activity at any time, with or without notice, and for any reason, with or without cause.

6. **Conduct.** I acknowledge that BEDS may require me to take part in a volunteer orientation, and may provide me with verbal and/or written instructions, rules, guidelines and procedures in connection with an Activity (collectively, the “Instructions”) and I agree to comply with all such Instructions in all respects while involved or participating in any Activity. I understand that BEDS may dismiss me as a volunteer or refuse my participation in any Activity, for any reason, including any actions not in line with BEDS’s code of conduct. Volunteers under the age of 18 must be accompanied by an adult volunteer at all times.

7. **Background Check.** BEDS cannot accept any volunteer that has been convicted of a crime that involves violence, fraud, felony theft, sexual crimes or crimes that victimize children. You may be required to submit to a background check depending on the nature of the Activity.

8. **Permission to Use Image and Voice.** I hereby grant to BEDS the unqualified and irrevocable permission to photograph, videotape or record my image, voice and property in any form or manner during my involvement or participation in any Activity, regardless of location, including any time while I am at a BEDS Facility. I understand and agree that (i) BEDS, in its sole discretion, may at any time use such photographs, tapes or recordings of my image, voice or property, as applicable, without restriction of any kind including, without limitation, use in promotional materials, audiovisual works and displays by any means whatsoever, including the internet; and (ii) I shall not be entitled to any compensation or other remuneration whatsoever as a result of such use.

By signing below, I acknowledge that I have carefully read this Agreement, Release and Waiver of Liability, and agree that its terms are binding on me and my heirs, legal representatives, successors and assigns. If I am under 18 years of age, my parent or legal guardian has agreed to this Agreement, Release and Waiver of Liability on my behalf as indicated below.

Name _____ Date of Birth ____ / ____ / ____

Address _____

City _____ State _____ Zip _____

Phone # _____ E-mail Address _____

Emergency Contact _____ Phone _____

Signature _____ Date ____ / ____ / ____

I, the undersigned parent or legal guardian of the minor whose name appears above, hereby consent to the minor’s involvement or participation in any of the Activities. My signature indicates that I have fully read this document, am legally responsible for the minor identified above and am qualified to sign this Agreement on the minor’s behalf. I hereby consent and agree to the terms of this Agreement, Release and Waiver of Liability on behalf of the minor identified above and agree that it shall be binding upon the minor and the minor’s heirs, legal representatives and assigns.

Print Parent/Guardian Name _____

Parent/Guardian Signature _____ Date ____ / ____ / ____