

Volunteer Waiver of Liability

Thank you for volunteering today. We greatly appreciate your assistance and commitment to the education of La Joya ISD students.

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____ 20____, by _____ (the "Volunteer") in favor of La Joya ISD, an educational entity, its Board of Directors, Employees, and Agents (collectively, "La Joya ISD"). The Volunteer desires to work as a volunteer for La Joya ISD and engage in the activities related to the educational excellence of all students.

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

Release and Waiver:

Volunteer does hereby release and forever discharge and hold harmless La Joya ISD, its Board of Directors, Employees, and Agents (collectively, "La Joya ISD") 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 Volunteer's Activities with La Joya ISD. Volunteer understands that this Release discharges La Joya ISD from any liability or claim that the Volunteer may have against La Joya ISD with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's Activities with La Joya ISD, whether causes by the negligence of La Joya ISD or its Board of Directors, Employees, and Agents (collectively, "La Joya ISD"). Volunteer also understands that La Joya ISD 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.

Texas public school district immunity from liability was enacted by the Texas Legislature in an effort to limit claims against governmental entities and their taxpayers for actions that occur on school property. The relevant section of the Texas Tort Claims Act that exempts school districts from liability (except for the negligent use or operation of a motor vehicle) can be found at §101.051 of the Civil Practices and Remedies Code.

Medical Treatment:

Volunteer does hereby release and forever discharge La Joya ISD 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 La Joya ISD.

Assumption of the Risk:

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases La Joya ISD, its Board of Directors, Employees, and Agents from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance:

The Volunteer understands that, except as otherwise agreed to by La Joya ISD in writing, La Joya ISD does not carry or maintain health, medical, or disability insurance for any Volunteer.

Each Volunteer is encouraged to obtain his or her own medical or health insurance coverage.

Other:

Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. Volunteer agrees that in the event that any clause or provision of this

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Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Volunteer Name (Print Please): _____

Volunteer Address: _____

Phone number: _____

Volunteer Signature: _____ Date: _____

******* If the volunteer is under the age of 18 a parent or legal guardian must sign. *******

Parent Signature: _____ (if 18 or under)

In case of emergency, please contact:

Name _____

Address _____

Phone _____

Relation _____