


RELEASE AND WAIVER OF LIABILITY

In exchange for the volunteer services and construction to be provided by members or volunteers of Servants At Work, Inc. ("SAWs"), and on behalf of myself any minors for whom I am parent or guardian, and any third parties using the improvements constructed by SAWs, I agree to be bound by each of the following:

1. I agree that prior to using any improvement constructed by SAWs, I will inspect the construction or cause it to be inspected by a third party on my behalf. If I believe anything to be unsafe, I will stop using the constructed improvement and take all steps necessary to prevent others from using it.
2. I warrant that I own the real estate on which this constructed improvement is to be made or am otherwise legally entitled to consent to and to authorize the construction thereof.
3. I understand that any construction may contain defects, and in exchange for the constructed improvement, I accept personal responsibility for any liability, injury, loss or damage in anyway connected with the constructed improvement. I agree to defend, indemnify and hold harmless and against any and all loss, injury, liability, claim, alleged losses, damages or expense (including reasonable attorneys' fees and expenses), interest, court costs and amounts paid in settlement of claims, arising out of or resulting, directly or indirectly, or related in any way to the construction of any improvement or related in any way to any modifications to the constructed improvement that may be made at any time by me or by any third party in my behalf, including but not limited to all construction and related activities and any alleged defects in construction. It is intended that the foregoing indemnity shall protect SAWs, its Directors, officers, volunteers, agents and assigns and all others acting on its behalf, to the broadest extent permitted under applicable Indiana law, including all applicable statutes.
4. I release and discharge SAWs, its Directors, officers, volunteers, agents and assigns, and all others acting for or in its behalf, from all claims for any liability, injury, loss or damage to or by myself, any minors for whom I am parent or guardian, any third party owning or using the constructed improvements, or any property owned or possessed by any of the forgoing, in any way connected with the construction of any improvement or defect therein, whether or not caused in whole or in part by the organization or individuals mentioned above, or connected to any breach of any representation warranty or covenant in this Release and Waiver of Liability. I intend for this Release and Waiver of Liability to also apply to my relatives, personal representatives, heirs, beneficiaries, next of kin, assigns, or any other person or entity claiming directly or indirectly through me or on my behalf who might pursue any legal action or claim for such liability, injury, loss or damage. I further intend that this Release and Waiver of Liability shall be effective indefinitely.
5. The provisions of the Release and Waiver shall be servable, and if any provision herein shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision herein, and the remainder of this Release and Waiver of Liability shall continue in full force and effect as though such non-enforceable provision had not been contained herein.

Photo Release Statement: I consent and authorize Servants At Work, Inc. or any entity authorized by SAWs to copyright, use and publish any of the images in any format taken of me. I understand these images may be used for any purposes, by various parties, including fundraising and publicity efforts by SAWs, and may appear on websites, newsletters, promotional materials, social media pages, or any other media. In part because anyone can download an image from the Internet or make copies from printed materials, I agree none of SAWs, its directors, officers, employees or other agents are not responsible for unauthorized use of the images. I am aware that I am not entitled to any compensation.

I HAVE READ THIS DOCUMENT. I REPRESENT THAT I UNDERSTAND EACH AND EVERY STATEMENT SET FORTH ABOVE AND CONSENT TO AND AGREE TO THE SAME. I UNDERSTAND THAT BY MY AGREEMENT TO THE TERMS SET FORTH ABOVE, I AM GIVING UP SUBSTANTIAL RIGHTS AND TAKING ON OBLIGATIONS.



 Client (or Representative's) Signature

 Date

 Client Name Contact Number