**Minor Volunteer Assumption of Risk, Waiver and Release of Liability, and Indemnification Agreement**

**THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS!**

**PLEASE READ CAREFULLY!**

This is an Assumption of Risk, Waiver and Release of Liability, and Indemnification Agreement (the “Agreement”) by the undersigned minor child (the “Volunteer”) and the undersigned adult having legal custody or legal guardianship of the Volunteer (the “Parent/Guardian”) in favor of Brevard Transformational Ministries, Inc.; Brevard Rescue Mission Inc.; Injoy Brevard, LLC; and Injoy Thrift Stores, and their directors, officers, members, employees, volunteers and agents (collectively, “BTM Inc.”). The Volunteer and the Parent/Guardian hereby freely, voluntarily and without duress execute this Agreement under the following terms:

1. **ASSUMPTION OF RISK**. Volunteer and Parent/Guardian desire Volunteer to serve as a volunteer for BTM Inc., which may include: working at the Injoy Thrift and Donation Station or other locations; gathering, transporting sorting and handling various items that may be heavy, unwieldy, dirty, etc.; driving, loading and unloading trucks and other vehicles; operating powered equipment; and other activities relating to the operation of a thrift store. Volunteer and Parent/Guardian understand that these activities may be hazardous and each, individually and jointly, expressly and specifically assume any and all risk of injury, illness, death, property damage or other harm from Volunteer engaging in them.
2. **RELEASE AND WAIVER**. In consideration of Volunteer’s opportunity to serve, Volunteer and Parent/Guardian each hereby releases, discharges and agrees to hold harmless BTM Inc. and its successors 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 BTM Inc. Volunteer and Parent/Guardian understand that this Agreement discharges BTM Inc. from any liability or claim that either may have against BTM Inc. with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s activities with BTM Inc., whether or not caused by the negligence of BTM Inc. or its directors, officers, members, employees, volunteers or agents. Volunteer and Parent/Guardian also understand that BTM Inc. does not assume any responsibility for or obligation to provide financial assistance to Volunteer, including but not limited to medical, health, or disability insurance, in the event Volunteer or anyone else suffers injury, illness, death, property damage or other harm.
3. **INSURANCE AND INDEMNIFICATION**. Volunteer and Parent/Guardian understand that, except as otherwise agreed to by BTM Inc. in writing, BTM Inc. does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain and maintain his or her own medical, health and disability insurance coverage. Volunteer and Parent/Guardian each hereby agree to indemnify CMS, Inc. against any and all claims arising from or relating to Volunteer’s activities for CMS, Inc.
4. **PHOTOGRAPHIC RELEASE**. Volunteer and Parent/Guardian hereby grant and convey to BTM Inc. all right, title, and interest in any and all photographic images and video or audio recordings made by BTM Inc. during the Volunteer’s activities with BTM Inc., including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
5. **OTHER**. Volunteer and Parent/Guardian agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Volunteer and Parent/Guardian agree that in the event that any clause or provision of this Agreement shall be held by any court of competent jurisdiction to be invalid or unenforceable as to any person, such invalidity or unenforceability shall not otherwise affect the validity or enforceability of this Agreement with respect to any other person.

**IN WITNESS WHEREOF**, the Volunteer and Parent/Guardian have executed this Release on the date set forth below.

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Signature of Volunteer Date

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Printed Name of Volunteer

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Signature of Parent/Guardian Date

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Printed Name of Parent/Guardian