

OUTREACH AGREEMENT, INCLUDING RELEASE AND WAIVER OF LIABILITY

for Property Owners or Recipients of Disaster Response Efforts

PLEASE READ CAREFULLY. THIS DOCUMENT EFFECTS YOUR LEGAL RIGHTS.

(hereinafter referred to as "Recipient"), desire I, He Restores, Incorporated, including its employees, volunteers, agents, representatives, trustees, overseers, elders, contractors, affiliates, and partnering organizations (hereinafter collectively referred to as He Restores, Incorporated Impact Team), to engage in real property repair, real property improvement, or disaster response efforts (hereinafter collectively referred to as "Volunteer Services") on the property I own located at (insert

address of the "Property at Issue").

I understand that these Volunteer Services could entail (but are not limited to): collecting and piling brush and debris, removal of downed trees from structures/property, removal of damaged personal property, and real property repair or improvement. In exchange for the Volunteer Services provided by He Restores, Incorporated impact Team and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I freely, voluntarily, and without duress agree to the following terms and conditions:

- 1. Assumption of the Risk: I am aware and understand that He Restores, Incorporated may perform Volunteer Services on or near my real or personal property that are inherently dangerous and that those Volunteer Services may expose me and my property to a variety of foreseen and unforeseen hazards and risks. These possible hazards and risks may include (but are not limited to): exposure to and usage of ladders, lifts, chemicals, vehicles, trailers, heavy equipment, machinery, chainsaws, sharp objects, and other tools, all of which can cause serious property damage or personal injury; electrical hazards; exposure to lead, asbestos, mold, and other environmental toxins; and exposure to falling material, trees, or debris. I also understand that He Restores, Incorporated consists of volunteers and that it makes no representations, warranties, or guarantees about the quality of the Volunteer Services and work performed on my property. I have carefully considered those potential hazards and risks and I am making the voluntary decision to allow He Restores, Incorporated. to provide Volunteer Services on my property. I hereby expressly and specifically assume such hazards and risks, including any and all risk of injury, harm, death, destruction, damage, or loss that I may incur as a result of He Restores, Incorporated's provision of Volunteer Services, whether foreseen or unforeseen.
- 2. <u>Release and Waiver: I hereby fully release and forever discharge He Restores, Incorporated from</u>, and expressly waive, any and all liability, claims, and demands of whatever kind either in law or in equity, that may arise from or relate to He Restores, Incorporated's provision of Volunteer Services. I shall not make, bring, encourage, or enable any such claim or demand against He Restores, Incorporated.

- 3. understand that this Release and Waiver discharges He Restores, Incorporated from any liability or claim that I may have against He Restores, Incorporated with respect to any bodily injury, personal injury, illness, death, property loss, or property damage arising out of or related to He Restores, Incorporated's provision of Volunteer Services, whether caused by the negligence of He Restores, Incorporated or otherwise.
- 4. <u>Insurance</u>: I understand that He Restores, Incorporated does not carry or provide insurance coverage for my real or personal property and that it does not assume any responsibility or obligation to provide financial or other assistance in the event of loss or damage to my property or person. I understand that I am responsible for maintaining my own property and liability insurance coverage.
- 5. <u>Other Terms:</u> I understand that He Restores, Incorporated is providing Volunteer Services, at its discretion, and that signing this Release and Waiver does not obligate He Restores, Incorporated to perform the Volunteer Services discussed.
- 6. <u>Photography Consent and Release</u>: My image or images of my property may be photographed or digitally recorded by He Restores, Incorporated. I irrevocably grant and convey to He Restores, Incorporated Inc., all right, title, and interest, in any and all such photographs, videos, or recordings of me or my property, and consent to the use of my image, likeness, and voice forever, in any medium or format, for any He Restores, Incorporated social media, publication, display, or broadcast.
- 7. <u>AdditionalTerms</u>: The terms of this document, including the Release and Waiver, are binding upon me and my heirs, estates, executors, successors, assigns, administrators and legal representatives. If any portion of this document is found to be void or unenforceable, then the remaining portions will remain in full force and effect. This document represents the entire understanding between He Restores, Incorporated and myself and it takes the place of any prior agreements, understandings, representations, between us, with respect to the subject matter of this document.
- 8. <u>Age</u>: I am the age of majority (or older) in my state of residence, and I am legally competent to sign this document, including the Release and Waiver provision.
- 9. <u>Christian Conciliation</u>: I agree that any claim or dispute arising from or related to He Restores, Incorporated's provision of Volunteer Services or the terms of this Agreement shall be resolved in Bartow County, Georgia, by biblically-based mediation and, if necessary, by legally binding arbitration with a panel of one (1) arbitrator, and that any such mediation or arbitration will be conducted in accordance with the then governing rules of the Institute for Christian Conciliation ("ICC"). If the ICC ceases to exist, arbitration under this section shall be the sole remedy for any controversy or claim arising out of the Volunteer Services or this Agreement and I expressly waive the right to a jury and the right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

10. Property Owner(s): The following individuals or entities have ownership or legal interest (in whole or in part) in the Property at Issue (please list the name, relationship, nature of their property interest, and their phone number so that we may obtain their approval):

I certify that I have included all individuals or entities that have ownership or legal interest in the Property at Issue and that this information is correct to the best of my knowledge.

11. Indemnification: I shall indemnify, hold harmless, and defend He Restores, Incorporated from and against any and all losses, damages, liabilities, claims, causes of action, judgments, settlements, interest, awards, penalties, fines, legal costs and fees, and expenses, arising out of or related to any claims by third parties claiming to have ownership rights or interests in the Property at Interest, including any claim related to the ordinary negligence of He Restores, Incorporated. 1 shall also indemnify He Restores, Inc. from the legal costs of enforcing any term or condition under this Agreement.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO ALL OF THE TERMS OF THIS DOCUMENT, INCLUDING THE RELEASE AND WAIVER PROVISION.

Recipient's Full Name: _____ Cell: _____

Recipient's Signature: _____ Date: _____

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RELEASE OF CONFIDENTIAL INFORMATION DURING DISASTER RESPONSE EFFORTS

Recipients Should Complete This Form <u>Only</u> When Receiving Volunteer Services Related to Disaster Response.

By signing below, I, ______ (Recipient's name of Disaster Response efforts) authorize He Restores, Incorporated Team to release any and all information to FEMA and other third parties agencies involved in disaster response that it considers relevant and necessary for the purpose of determining or securing assistance related to disaster response.

Recipient's Signature:
Recipient's Full Legal Name:
Affected Address
Affected Address:
Current Residence:
Recipient's Phone Number: