

VOLUNTEER WAIVER AND RELEASE FORM

This Waiver and Release (the "Release") signed by _____ ("Volunteer") releases and the Volunteer agrees not to sue the Sisters of Notre Dame de Namur and their Ohio nonprofit corporation, St. Mary's Educational Institute at Cincinnati (collectively "The Sisters") and each of their officers, directors, sponsors, employees, agents, affiliates, and volunteers. The Release is given by Volunteer in return for being allowed to participate in The Sisters' volunteer activities and all related activities, including any activities incidental to such participation ("Activities"). Volunteer understands that the scope of Volunteer's relationship with The Sisters is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that The Sisters will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's services with The Sisters.

This is a release from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Activities wherever, whenever, or however the same may occur. I understand and agree that The Sisters are not responsible for any injury or property damage arising out of the Activities, even if caused by their ordinary negligence or otherwise. I understand that participation in the Activities involves certain risks, including, but not limited to, serious injury and death. I am voluntarily participating in the Activities with knowledge of the danger involved, and I agree to accept all risks of participation.

I also agree to indemnify and hold harmless The Sisters for all claims arising out of my participation in the Activities. I am in good health and currently have no known mental or physical condition that would impair my capability for full participation as intended or expected of me in the Activities.

I irrevocably grant and convey to The Sisters all right, title, and interests in any and all photographs, images, video, or audio recordings of me, my likeness, or my voice made by The Sisters in connection with my volunteer services in the Activities. I further grant The Sisters permission to use, publish, broadcast and/or copyright the use of my name, voice, photograph and/or likeness, caricature, and personal information, in its current form or as digitized, retouched, cropped, altered, or modified in any way, in any and all advertising, promotional, or other materials based upon or derived from the Activities in any manner, in any media whatsoever, for any and all purposes, including by way of example but without limitation advertising, promoting or publicizing products and/or services throughout the universe, in perpetuity, in any and all media now known or hereafter devised (including without limitation the Internet), without additional compensation to me.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state Ohio and in any other state in which the Activities take place, and I agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

I have carefully read the foregoing Release, I understand that it is a contract which grants certain rights to and eliminates the liability of The Sisters, and I sign this release as my own free act.

(Signature of Volunteer)

Date