

## HOLD HARMLESS AND INDEMNITY AGREEMENT

I, \_\_\_\_\_, (hereinafter referred to as the “Releasor”) acknowledge that by signing this document I am assuming all risks and liabilities and I am further agreeing to indemnify, hold harmless and release from liability the following persons and entities:

- ◆ The Toymakers of East Lake, an outreach ministry of the East Lake United Methodist Church;
- ◆ All officers, directors and members of The Toymakers of East Lake ; and
- ◆ East Lake United Methodist Church, it’s officers, directors and members

(hereinafter collectively referred to as the “Releasees”).

IN CONSIDERATION OF the opportunity to work with the Releasees, the Releasor hereby freely agrees to and makes the following contractual representations and agreements.

The Releasor acknowledges that woodworking is an inherently dangerous activity, and that the Releasor fully realizes the dangers of participating in woodworking activities.

The Releasor agrees to supply for themselves and to wear appropriate personal protective equipment as detailed below:

- a) Safety Glasses or normal glasses with polycarbonate lenses will be worn at all times when operating moving equipment in or immediately outside the workshop, within the grounds of Toymakers of East Lake. This includes but is not limited to all power tools, hand tools, cutting tools e.g. drills, grinders and paint spraying equipment. (Glasses with plastic or glass lenses are not safe and in such circumstances safety over glasses need to be worn.)
- b) Work areas identified as potentially exceeding 85 dBA will require volunteers to wear ear plugs or otherwise adequate hearing protection at all times. Known areas are identified with warning signs that ear protection is required.
- c) Volunteers working on or around sanding or spraying, or any other operation creating dust or fumes, will be required to wear appropriate protective mask at all times. Safety glasses also need to be worn in addition to a mask on these operations.
- d) Releasor understands and agrees it is the responsibility of the Releasor to ensure personal protective equipment being worn by them is adequate and in good condition at all times.

The Releasor fully assumes all risks associated with toy making and woodworking, including by way of example and not limitation, dangers associated with working with sharp tools, cutting and drilling tools, electrical tools and electricity, chemicals, airborne hazards, equipment failure, inadequate safety equipment, human error, the Releasees’ own negligence, the Releasor’s own negligence, the negligence of others and the possibility of serious physical and mental trauma, injury or death associated with this activity.

The Releasor, for himself/herself, his/her heirs, executors, administrators, legal representatives, assignees and successors-in-interest (hereinafter collectively referred to as the Releasor’s “Successors”), hereby FOREVER WAIVES, RELEASES, DISCHARGES, ACQUITS, COVENANTS TO HOLD HARMLESS AND PROMISES TO INDEMNIFY the Releasees from any and all actions, causes of action, claims, demands, damages, costs, loss of services and/or expenses, arising from the Releasees’ negligence, which the Releasor now has or which may hereafter occur to the Releasor or his Successors, from any and all damages which may be sustained by me, directly or indirectly, in connection with, or arising out of, Releasor’s participation in or association with the Releasees and any activities associated with them, as well as Releasor’s travel to or from or with The Toymakers of East Lake.

The Releasor understands and agrees that it is his sole responsibility to be familiar with woodworking safety procedures and practices and to utilize same at all times. If the Releasor observes unsafe conditions or practices, he has the right to leave the unsafe area at any time. If the Releasor elects to remain in the area, Releasor assumes the risk of doing so as to all known and unknown risks resulting therefrom.

The Releasor accepts responsibility for the condition of any work premises, the adequacy of his equipment and the equipment of others.

The Releasor agrees that his participation in the activities of The Toymakers of East Lake is purely voluntary and that Releasor is not an employee of The Toymakers of East Lake or any person or entity associated therewith.

The Releasor agrees for himself and his Successors that the above representations are forever binding and are irrevocable, that they are contractually binding and not mere recitals. The Releasor further agrees that should he or his Successors assert any claim contrary to what Releasor has agreed to herein, the claiming party shall be liable for all expenses, including but not limited reasonable attorneys' fees and costs at all stages of the proceedings, incurred by the Releasees in defending any claim(s).

The Releasor understands that by signing this document Releasor is giving up substantial legal rights and that this document is a contract with legal and binding consequences and applies to all occasions, situations, events and circumstances involving the above-named Releasees.

This Agreement may not be modified or revoked orally.

This Agreement is severable. If any portion hereof is found to be unenforceable or invalid, all other provisions of this Agreement shall not be affected thereby and shall continue to be binding and enforceable in all respects.

The Releasor has read this Agreement carefully before signing and understands what it means and what he is agreeing to by signing this document.

IN WITNESS WHEREOF, the undersigned Releasor has hereunto set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

RELEASOR:

**X** \_\_\_\_\_

Print Name: \_\_\_\_\_

Street address: \_\_\_\_\_

City/State: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

Birthday: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

Print Name: \_\_\_\_\_