

RELEASE AGREEMENT

Rev Jan'05

I, _____ hereby acknowledge and agree as follows:

WHEREAS, MICAH 6 OF AUSTIN, TEXAS ("Micah 6") is a non-profit corporation organized under the laws of the State of Texas and is a charitable organization under Section 501(c)(3) of the Internal Revenue Code of the United States of America, whose ministry includes without limitation the coordination and running of a Food Pantry and other services for the poor and homeless (such ministry hereafter referred to as the "Ministry"); and

WHEREAS, providing services to the poor and homeless entails risks and dangers from time to time; and

WHEREAS, I nonetheless want to volunteer to help Micah 6 in its Ministry;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which the undersigned hereby acknowledges and agrees, the undersigned further agrees as follows:

I acknowledge, understand and agree that my participation in Micah 6's Ministry is entirely VOLUNTARY. I want to participate in Micah 6's Ministry with the knowledge that there may be known and unknown risks and dangers. I hereby ASSUME ALL OF THE RISKS AND DANGERS associated in any way with my participation in Micah 6's Ministry, whether known or unknown and whether or not specifically foreseeable. To the fullest extent permitted by law, I agree to and shall unconditionally protect, indemnify, hold harmless, and defend MICAH 6 AND ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND VOLUNTEERS and hold each and all of them harmless from and against any and all actions, claims, losses, costs, damages, expenses and liability of any and every kind (including but not limited to attorney's fees) for any and all injuries to or death of any person or damage to or loss of property, directly or indirectly arising out of or caused by or connected with or incidental to or resulting from any of my actions, omissions, or conduct, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OF MICAH 6 OR ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND/OR VOLUNTEERS. Further, to the fullest extent permitted by law, I agree to and shall hereby WAIVE AND RELEASE MICAH 6 AND ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND VOLUNTEERS from any and all actions, claims, losses, costs, damages, expenses and liability of every kind (including but not limited to attorney's fees) for any and all injuries to or death of me or any other person or damage to or loss of any of my property or the property of any other person directly or indirectly arising out of or caused by or connected with or incidental to or resulting from any act, omission or NEGLIGENCE OF MICAH 6 OR ANY OF ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, VOLUNTEERS, INVITEES, CUSTOMERS, OR GUESTS, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

I agree to attempt in good faith to resolve by mediation any claim or controversy arising out of or relating to this agreement or my actions, omissions or conduct in any way connected with Micah 6. Either party may initiate a mediation proceeding by request in writing to the other party. Upon such initiation, both Micah 6 and I shall be obligated to engage in a mediation and shall bear the cost of the mediation equally. The mediator shall be selected by mutual agreement of the parties, failing which the judge of the 53rd District Court of Travis County shall appoint one. Any controversy or claim arising out of or relating to this agreement or my participation in Micah 6'S Ministry that cannot be settled by mediation shall, to the fullest extent permitted by law, be settled by binding non-appealable arbitration by one arbitrator chosen by the American Arbitration Association in accordance with such rules as the arbitrator may determine applicable and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event that one or more sections, clauses, sentences and/or paragraphs of this agreement is ruled unenforceable by any applicable Court of Law, the remainder of this agreement shall remain in full force and effect. THERE ARE NO ORAL REPRESENTATIONS OR AGREEMENTS DIFFERENT THAN THOSE CONTAINED IN THIS CONTRACT. TEXAS LAW SHALL APPLY TO THIS AGREEMENT AND ITS VALIDITY, CONSTRUCTION, INTERPRETATION, NEGOTIATION, PERFORMANCE, DEFAULT AND/OR ENFORCEMENT. Venue for all purposes shall be exclusively in Travis County, Texas.

Dated: _____, 200__

Signature _____

Print Name: _____

Address: _____

Telephone: _____