



Volunteer Liability Release and Indemnity Form

In consideration of my desire to serve as a volunteer with Trina's Birthdays, Inc. (TBI). I hereby agree to assume all any and all risk of property damage and theft, or bodily injury that I may sustain while participating in any TBI volunteer programs or other activity of any nature, including without limitation the use of any equipment and third-party facilities during the performance of such volunteer work.

I hereby acknowledge and understand that TBI volunteer work will involve working with the homeless population in shelters which may present inherent challenges, dangers and difficulties including but not limited to exposure to bed bugs or other infestations, unpleasant smells or odors, unclean individuals or unsanitary living conditions, illnesses, and persons with mental health conditions. I understand that TBI cannot guarantee that conditions at a third-party facility will not pose any risks nor does TBI assume any responsibility for any risks I may encounter as a result of any third-parties who are not the employees of TBI.

Further, I, for myself and my heirs and legatees, executors, administrators and assigns, hereby release, waive and discharge Trina's Birthdays, Inc. and its officers, directors, employees, agents and volunteers of and from any and all claims which I or my heirs, legatees, administrators and assigns ever may have against any of the above for, on account of, by reason of or arising in connection with such volunteer relief efforts or my participation therein, and hereby waive all such claims, demands and causes of action.

I currently have no known mental or physical condition that would impair my ability to fully participate as contemplated or poses a danger to others who may come in contact with me. In the event that TBI incurs any liability, lawsuit or other claims (collectively, "Claims") as a result of my actions while serving as an TBI volunteer, I hereby agree to fully release, hold harmless and indemnify TBI and its board of directors, officers, employees and agents for such Claims and will be responsible for paying any reasonable attorneys' fees and other costs incurred by TBI in connection with their indemnity claim.

I expressly agree that this release and indemnity agreement is intended to be construed as broadly as permitted by the laws of the State of Florida, and that if any portion thereof is held as being invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully read the foregoing and agree to be bound by the terms of this Agreement.

Signature: _____ Print Name: _____ Date: _____