



**ST. JOSEPH CHURCH
RELEASE OF CLAIMS FOR
RECIPIENT OF CHARITABLE BENEFIT**

In exchange for and in consideration of the opportunity to be a beneficiary of the St. Joseph work assistance program, the Mission of Hope, (the "Program") sponsored by St. Joseph Catholic Parish (the "Parish") I hereby agree to the following:

- I understand the scope of the Program and that volunteers and/or representatives of the Parish will be on my property to do, among other things, miscellaneous home improvement work for my benefit.
- I represent and warrant that I am the property owner and fully consent to allowing said volunteers onto my property to do such work including, without limitation, the following work:

(the "Work")

- I understand and agree that the "Work" will be completed when the Parish, in its sole discretion, determines the Work is completed and that the Parish does not guarantee to complete any Work.
- I understand that the work is being done strictly by volunteers and/or representatives of the Parish and not by professionals and that, as such, there are no guarantees or representations whatsoever as to the quality of the work. I accept all work in its AS IS condition and waive any warranty of merchantability or fitness for a particular purpose. Nothing herein shall diminish any immunity to which any volunteer is entitled under Ohio law, including without limitation under Ohio Revised Code 2305.38.
- I recognize the possibility of injury to both person and property associated with this type of work.

- I specifically understand that the Work and/or performance of the Work may pose risks, dangers, and hazards for us and our guests and invitees, and understand that such risks, dangers, and hazards may arise from foreseeable or unforeseeable causes. To the fullest extent allowed by law, I agree to assume all risks and dangers that may result in connection with the Work and performance of the Work.
- I, on behalf of myself, my spouse, my heirs and assigns, my executor, all other legal representatives and any others claiming through or on behalf of me hereby agree to release, discharge, and indemnify the Parish, its pastor, parochial vicars, deacons, and staff, The Catholic Diocese of Cleveland, and the Bishop of the Catholic Diocese of Cleveland, as well as their respective employees, agents, representatives, sponsors, and volunteers from and against all claims, judgments, liability (of any nature or extent) which in any way arise out of or relate to the Work or my participation as a beneficiary of the Program, whether foreseen or unforeseen, to the maximum extent permitted by applicable law.
- I agree to secure any animals when receiving assistance.
- This agreement is intended to be governed by the laws of the State of Ohio, without regard for its choice of law provisions, and to the extent permitted by law I agree that any claims arising from the Work shall be brought in the courts of Cuyahoga County, Ohio.

In signing below, I warrant that I have read and fully understand this Release.

Signature _____

Date _____

Print _____

Address _____

Phone Number _____

Secondary Phone Number _____