

Exhibit H: South Central Texas Prescribed Burn Association Volunteer Release and Waiver of Liability Form

(August 1, 2024)

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR
LEGAL RIGHTS!**

As a Volunteer with South Central Texas Prescribed Burn Association (SCTPBA), I hereby freely, voluntarily, and without duress execute this Release and Waiver under the following terms:

Release and Waiver: I, the undersigned Volunteer, release and forever discharge the property owner, the Burn Boss, and all parties associated with SCTPBA from any and all liability, claims, or demands, whether in law or equity, arising from my participation in volunteer activities outlined in this document. I understand that this release covers any injuries, illnesses, deaths, or damage to personal property resulting from my volunteer activities, regardless of whether such incidents are caused by the negligence of the Burn Boss, SCTPBA, or their officers, directors, or volunteers.

Assumption of Risk: I understand that the activities when working as a volunteer to prepare and work a prescribed fire include work that may be hazardous to me including but not limited to being on the site of prescribed fire, smoke exposure, handling prescribed fire ignition equipment (e.g., drip torch), handling fire containment equipment (e.g., flappers, sprayers), filling and refilling drip torch fuel, and loading and unloading equipment. I hereby expressly and specifically assume the risk of injury or harm in these activities and forever and irrevocably release the Burn Boss and SCTPBA from all liability for injury, illness, and death or personal property damage resulting from the activities.

Ability to Volunteer: I represent that I have no physical or mental condition(s) that could preclude me from participating in a prescribed burn and I will not at any time participate against medical advice or treatment. I further declare that if I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during my participation in a prescribed burn, I will immediately notify the burn manager and cease such participation.

Photographic Release: I hereby grant and convey unto SCTPBA all right, title and interest in any and all photographic images and video or audio recordings made on a prescribed burn during my volunteer activities including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

I have executed this Release and Waiver of Liability as of the day and year written on the attached PRESCRIBED BURN VOLUNTEER SIGN UP form .

PRESCRIBED BURN VOLUNTEER SIGN UP

Location of Burn

Date of Prescribed Burn

Burn Boss

BY SIGNING IN BELOW, I represent that I have carefully read and agree to be bound by the terms of the **SCTPBA Volunteer Release and Waiver of Liability Form** (effective July 22, 2024). I understand all its terms and agree that it is intended to be as broad and inclusive as permitted by the laws of the State of Texas, which it shall be governed and interpreted by.

SCTPBA Member <input checked="" type="checkbox"/>	Printed Name	Signature