



## Release and Waiver of Liability

Updated: 05.09.2022

I, the Volunteer, desire to work as a volunteer for Community Action House and engage in the activities related to being a volunteer ("Activities"). I understand that my Activities may include but are not limited to the following: working in Community Action House offices, Food Club & Opportunity Hub, Community Action House's General Store operations, The Community Kitchen; Community Garden; traveling to and from work sites; consuming food available or provided; and other organizational-related activities.

I, the Volunteer, hereby freely, voluntarily and without duress execute this Release under the following terms:

**Release and Waiver.** I, the Volunteer, do hereby release and forever discharge and hold harmless Community Action House and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the "Released Parties") and their successors. Including any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other volunteers.

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.

**Under the Age of 18:** It is the policy of Community Action House that children under the age of 18 must receive approval from a parent or guardian by signing the waiver, below. It is further the policy of Community Action House that minors between the age of 16 and 17 may volunteer independently, with prior approval from the Volunteer Coordinator. Minors between the ages of 10 and 15 must be accompanied by an adult during all volunteer opportunities, with prior approval from the Volunteer Coordinator. All volunteer opportunities performed by a minor are subject to approval by the corresponding Site-Supervisor.

*If the **Volunteer is less than 18 years of age**, the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians") also hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of the decision by any representative or agent of the Released Parties to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child.*

**Medical Treatment.** I, the Volunteer, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with any of the Released Parties.



**Assumption of the Risk.** I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: restocking and machine operation; loading and unloading; and food preparation/handling. I also understand there is some inherent risk in consuming available food items. I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities.

**Insurance.** I, the Volunteer, understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

**Photographic Release.** I, the Volunteer, do hereby grant and convey unto Community Action House, all right, title and interest in any and all photographs and video or audio recordings of or including my image or voice, made by any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such photographs or recordings for any purpose and to any royalties, proceeds or other benefits derived from them.

**Other.** I, the Volunteer, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where the Activities take place. I further agree that in the event any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release does not prevent the exercise of any other right.

To express my understanding of, and agreement with this Release,

**Volunteer:**

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Parent/Guardian (if Volunteer is under 18)**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_