

### **Volunteer Waiver and Release Form**

| Volunteer Name (Print or type):   |       |
|---|-------|
| Contact E-mail (required):  |       |
| Address:  |       |
|   |       |
| Phone Number:   |       |
| [ ] Check here if Volunteer is under age 18.                            |       |
| Required Parent or Legal Guardian information if Volunteer is under age | e 18: |
| Parent/Guardian Name: Email:  |       |
| Emergency Contact for Volunteer   |       |
| Name:   |       |
| Relationship to Volunteer:  |       |
| Phone Number:   |       |

# **Release and Waiver of Liability**

Waiver and Release: In consideration for being allowed to participate in Jewish Family Service of San Diego ("JFSSD") volunteer activities and all related events and activities, including any activities incidental to such participation (collectively, "volunteer activities"), the undersigned Volunteer or Parent or Legal Guardian of Volunteer if Volunteer is under age 18, on behalf of myself, my next of kin, heirs and representatives, do hereby release from all liability and agree not to sue JFSSD or its officers, directors, employees, sub-contractors, sponsors, agents, affiliates and volunteers from any and all claims for bodily injury and physical or mental illness including disability, paralysis and wrongful death, and/or property damage, and economic or emotional loss that Volunteer may have arising out of participation in the volunteer activities wherever, whenever, or however the same may occur. Volunteer or Parent/Guardian agrees to indemnify and hold JFSSD harmless from any and all claims, including attorney's fees and loss or damage to personal property, that may occur as a result of participation in volunteer activities.

<u>Voluntary Activity</u>: Volunteer or Parent/Guardian understands that the scope of Volunteer's relationship with JFSSD is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that JFSSD will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer or Parent/Guardian is responsible for

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Volunteer's insurance coverage in the event of personal injury or illness as a result of participation in JFSSD volunteer activities. Volunteer or Parent/Guardian expressly waives any such claim for compensation or liability on the part of JFSSD.

<u>Assumption of Risk</u>: Volunteer is voluntarily participating in volunteer activities and Volunteer or Parent/Guardian understands that such activities may be hazardous to Volunteer including, but not limited to risks associated with traveling to and from volunteer activities, physical or psychological injury, pain, illness, temporary or permanent disability and/or death, emotional loss, economic loss and property damage. Volunteer or Parent/Guardian understands that these injuries or outcomes may arise from Volunteer's or other's actions, inaction, or negligence; conditions related to travel; or the condition of the volunteer activity location(s) or equipment.

Volunteer or Parent/Guardian represents that, to his/her knowledge, Volunteer is in good health and suffers no physical impairment that would or should prevent participation in volunteer activities. Volunteer agrees to comply with all stated and customary instructions and safety precautions during participation in volunteer activities. If, however, Volunteer becomes aware of any unusual or significant hazard or risk during such activities, Volunteer will remove him/her self from participation and bring such hazard or risk to the attention of JFSSD staff immediately.

<u>Medical Treatment</u>: Volunteer or Parent/Guardian hereby releases and forever discharges JFSSD from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during Volunteer's tenure as a Volunteer with JFSSD.

## **Photographic and Publicity Release**

In return for being allowed to participate in JFSSD volunteer activities, Volunteer or Parent/Guardian hereby grants and conveys to JFSSD and each of its affiliates, agents, promotional agencies and partners and all such entities' officers, directors, agents, employees and assigns (collectively, "JFSSD authorized parties") all right, title and interests in any and all photographs, images, video and/or audio recordings or likeness of Volunteer made by JFSSD authorized parties in connection with volunteer activities.

Further, Volunteer or Parent/Guardian grants to JFSSD authorized parties the absolute and irrevocable right and permission in perpetuity to use, publish, broadcast, post on the Internet and/or copyright the use of Volunteer's name, voice, photograph and/or likeness and personal information in its current form or as digitized, cropped or modified, in any and all promotional or other materials based upon or derived from volunteer activities. Volunteer or Parent/Guardian waives the right to all negatives, photos, recordings and reproduction, as well as his/her right to inspect or approve the finished photographs, recordings and/or images.

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## **Confidentiality Policy**

JFSSD is a social services agency where a high level of confidentiality is maintained at all times and in all places, even after the Volunteer's tenure with JFSSD has ended. Volunteers are agents of JFSD and are required by law to abide by the same strict confidentiality policies regarding clients as JFSSD staff. Confidential information includes: the fact that a person is or has been a client receiving services from JFSSD, any personally identifying information about any client, such as his/her name, photograph, address, phone number, place of work or school, lifestyle, medical or mental health information such as condition, diagnosis or treatment, and any other information provided by or about the client with the expectation of privacy. Volunteers are strictly prohibited from communicating confidential client information to anyone outside of JFSSD except as required by law.

Volunteer agrees to complete JFSSD Privacy and Confidentiality Training.

## Acknowledgment

Signature of Volunteer:

Volunteer or Parent/Guardian acknowledges that he/she has read this Volunteer Waiver and Release Form in its entirety, is signing it freely, and that no other representations, statements or inducements apart from the foregoing written agreement have been made by JFSSD. Volunteer or Parent/Guardian further agrees that the foregoing Release and Waiver of Liability, Photographic and Publicity Release and Confidentiality Policy are intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is deemed invalid, the remainder will continue in full legal force and effect.

Date:

| Printed Name of Volunteer            |  |  |
|--------------------------------------|--|--|
| Timed Name of Volumeer.              |  |  |
| Volunteer is under 18 years of age:  |  |  |
| consequences of signing this docume  | the Minor Volunteer. I have read and understand the legal ent. I give my permission for the Minor Volunteer to participate erstand that I am responsible for the obligations and acts of the bund by the terms of this document. |  |
| Signature of Minor Volunteer's Parer | nt/Guardian:   |  |
| Printed Name of Minor Volunteer's P  | arent/Guardian:  |  |
| Date: Min                            | or Volunteer's Name:   |  |

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