

RELEASE AND WAIVER OF



LIABILITY FOR VOLUNTEERS

Name: _____

Age Cat: <19, 19-55, 55+ (circle)

Address: _____

E-mail/Phone: _____

**For Program
Staff Use Only:
Total Hours:
Group Name:**

This Release and Waiver of Liability, (the "Release") executed on this ___ day of _____, 202__, by _____, the Volunteer, in favor of the Volunteers of America, Utah, a not-for-profit agency, their directors, officers, employees and agents.

The Volunteer desires to work as a volunteer for Volunteers of America, Utah and engage in activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include, but are not limited to, organizing, cleaning, preparing meals, performing yard maintenance, remodeling, repair and up keep of buildings, moving household furnishings and fixtures, loading and unloading supplies, interacting with clients, and providing clerical support in Volunteers of America, Utah offices. The Volunteer does hereby freely, voluntarily, and without duress execute this Release under the following terms:

- 1. **RELEASE AND WAIVER:** Volunteer, for him/herself and his or her legal representatives, spouse, heirs and assigns, does hereby release and forever discharge and hold harmless Volunteers of America, Utah and its officers, directors, trustees, employees, agents, insurers and representatives, successors and assigns from any and all liability claims and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Volunteers of America, Utah.

Volunteer understands that this Release discharges Volunteers of America, Utah from any liability or claim that the Volunteer may have against Volunteers of America, Utah with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Volunteers of America, Utah, whether caused by the negligence of Volunteers of America, Utah or its officers, directors, employees, or agents or otherwise. Volunteer covenants not to bring any action against Volunteers of America, Utah for any such injury or damage. Volunteer also understands that Volunteers of America, Utah does not assume any responsibility for or obligation to provide financial or other assistance including but not limited to medical, health or disability insurance in the event of injury or illness.

Initial _____

Please Sign the Back!

2. **MEDICAL TREATMENT:** Volunteer does hereby release and forever discharges Volunteers of America, Utah from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with Volunteers of America, Utah. Volunteer authorizes Volunteers of America, Utah to act, in its best judgment, on Volunteer's behalf in case of an emergency.
3. **ASSUMPTION OF THE RISK:** The Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, organizing, cleaning, preparing meals, performing yard maintenance, remodeling and rehabilitation of buildings, moving household furnishings and fixtures, loading and unloading supplies, interacting with clients and providing clerical support in Volunteers of America, Utah offices.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Volunteers of America, Utah from all liability for injury, illness, death, or property damage resulting from the Activities.

4. **VOLUNTARY SERVICE:** Volunteer understands and acknowledges that he/she may decline any volunteer role or position at any time if he/she feels such role or position presents a risk to health or safety or for any other reason. Volunteer agrees to advise Volunteers of America, Utah of any preexisting conditions that would preclude involvement in any activity.
5. **INSURANCE:** The Volunteer understands that, except as otherwise agreed upon by Volunteers of America, Utah in writing, Volunteers of America, Utah does not carry or maintain health, medical, disability or Workers Compensation insurance coverage for any volunteer.
6. **OTHER:** Volunteer expressly agrees that the Release is intended to be as broad and inclusive as permitted by the laws of the State of Utah, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Utah. Volunteer agrees that in the event that 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 provisions of this Release which will continue to be enforceable. Volunteer represents that he/she is 18 years of age or older.

PHOTOGRAPHIC RELEASE: Volunteer does hereby grant and convey unto Volunteers of America, Utah all right, title and interest in any and all photographic images and video or audio recordings made by Volunteers of America, Utah during the Volunteer's Activities with Volunteers of America, Utah, including, but not limited to, any donations, proceeds, or other benefits derived from such photographs or recordings.

IN WITNESS WHEREOF, Volunteer has executed this Release as to the day and year first written.

Volunteer Signature: _____

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