Carver Center for Families  
Volunteer Liability Waiver and Agreement

This Release and Waiver of Liability (the “Release”) is executed on the date of the Volunteer and Volunteer’s Parent/Guardian’s signature below in favor of the Carver Center for Families (“CCF”), a Georgetown Health Foundation-owned property, and any other Georgetown Health Foundation-affiliated organization and their respective affiliates, directors, officers, trustees, employees, sponsors, donors, volunteers, and agents (collectively, the “Released Parties”).

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties without compensation and engage in the activities related to being a volunteer. I understand that my activities may include but are not limited to the following: working at CCF offices and worksites; working in or for CCF operations; loading and unloading materials; consuming food available or provided; and other volunteer activities ("Activities").

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

By signing below, I, the volunteer (or volunteer’s legal guardian), acknowledge that entry into this agreement (“Agreement”) is in consideration of my participation as a volunteer, and confirm my understanding and agreement to the following:

# Policies and Safety Rules

I will comply with CCF’s volunteer policies, safety rules, conduct expectations, and other directions. I understand that CCF does not tolerate bullying, harassment, threatening behavior, or violence of any kind. I understand that noncompliance may result in termination of my volunteer status. Volunteers must be at least 14 years old.

# Volunteer Not an Employee

I understand that (a) I am not an employee of CCF, (b) I will not be paid for my participation, and (c) I am not covered by or eligible for any CCF insurance, health care, worker’s compensation, or other benefits. I understand that CCF may terminate my volunteer status at any time, for any or no reason.

# Risks Associated with Volunteering

Volunteering for CCF has risks. These risks may arise in a variety of ways. They include, without limitation: my lifting heavy objects or otherwise exerting myself, handling glass and

hazardous or toxic materials, using hot or sharp objects or other tools, being exposed to dust, loud noises, and interacting with and being in the presence of other volunteers, visitors and other people. I understand that these risks include risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others at or near CCF facilities or encountered when traveling for CCF activities offsite. I also understand that even if CCF, I, and other persons present at CCF facilities follow all health and safety protocols, I may still be exposed to COVID-19 or other infectious diseases.

# Awareness and Assumption of Risk

I understand the information above, and confirm and acknowledge that these are risks associated with volunteering. With such information and awareness, and with the recognition that other factors may create additional such risks, I knowingly, freely, and voluntarily: (a) sign up to volunteer for CCF; (b) engage in volunteer activities; and (c) assume and accept the risks of all injury, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, and whether incurred at CCF facilities or elsewhere, that may result, directly or indirectly, from my presence at CCF facilities or participation as a CCF volunteer, regardless of the cause.

# Waiver and Release of Claims

**I EXPRESSLY waive and release CCF, ITS AFFILIATES, and THEIR directors, officers, agents, employees, volunteers, and affiliates (collectively, “Released Parties”) from any and all liability, claims, costs, and expenses of any kind and of whatever nature which I or my heirs, next of kin, or legal representatives may have or which may later accrue, caused by or arising directly or indirectly from my presence at CCF facilities or participation in THE activities. This release and waiver includes, in each such case, all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active. I will not sue any of the Released Parties on the basis of these waived and released claims.**

# Disclosure of Medical Conditions

I understand that I am solely responsible for knowing my own physical condition and limitations and making my own decision about the activities to undertake while volunteering. I have disclosed all medications and conditions relevant to my participation to my supervisor or other staff at CCF, including chronic conditions such as asthma, allergies, seizures, or diabetes. I understand that CCF needs such information because some medication side effects or medical conditions could affect my safety or that of others at CCF. I consent to CCF sharing this information with health professionals or first responders should I become ill or injured while at CCF facilities.

# Medical Care Consent and Waiver

I authorize CCF to provide me with first aid and to arrange medical assistance, transportation, and emergency medical services for me if I get hurt while volunteering. I understand that CCF is not obligated to provide this care. I also understand that I am solely responsible for any costs related to my medical treatment and transport, and that CCF does not provide health, medical, disability, or other insurance coverage for me.

# Confidentiality

I may have access to CCF’s confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as CCF expressly authorizes in writing.

# Assignment of Work Product

I grant full rights to CCF in any reports, brochures, website content, photos, images, videos, or other materials or works I may create in the course of volunteer activities, and any intellectual property rights in or derivatives of such materials.

# Use by CCF of My Name and Image

I understand that CCF may take photos or videos of me. I consent to use by CCF of my image, voice, name, and story, and of images of any works I may create as a volunteer (collectively, “Materials”), in CCF’s digital and print promotional, fundraising, educational, and other communications. CCF may use the Materials without obtaining my approval or paying me for such use. I grant CCF all copyrights in and waive any legal claims relating to the Materials, including those relating to copyright, rights of publicity or privacy, or defamation, or arising from any distortion, blurring, or alteration that may occur in the making, editing, or use of the Materials.

**My checking this box means that I agree to this consent FOR MYSELF OR ON BEHALF OF THE MINOR PARTICIPANT NAMED BELOW** : 

# General Provisions

I understand that this Agreement will be binding for so long as I am a volunteer at CCF. This Agreement will run in favor of, and may be enforced by, each of the Released Parties, and will bind my heirs, next of kin, and legal representatives. This Agreement will be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the other terms remain effective. This Agreement will be governed by Texas law.

* **I affirm that I am of legal age and able to sign on my own behalf and am freely signing this Agreement. I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights and remedies that may be available to me and to other persons.**
* **I affirm that I am the parent or legal guardian of the participant and am freely signing this document on their behalf. I certify that I have the authority to sign on behalf of the participant and to make decisions for the participant regarding volunteering. I also waive and release Released Parties from any and all liability, claims, costs, and damages of any kind which I may have resulting or arising directly or indirectly from the participant’s participation in volunteering. I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights and remedies that may be available to the participant, to me, and to other persons.**

|  |  |  |
| --- | --- | --- |
| Signature (of parent/guardian, if applicable) |  | Participant name (if parent/guardian signs) |
| Print name |  | Date |
| Emergency contact name |  | Emergency contact phone |

2