

## VOLUNTEER AGREEMENT AND RELEASE FROM LIABILITY

THIS VOLUNTEER AGREEMENT AND RELEASE OF LIABILITY ("Release") is given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_ ("Volunteer") in favor of SWEET CHEEKS DIAPER BANK, a 501(c)(3) corporation

organized in the state of Ohio.

Volunteer desires to work as a volunteer for SWEET CHEEKS DIAPER BANK and to engage in activities related to being a volunteer.

Volunteer freely, voluntarily, and without duress gives this Release under the following terms:

- 1. **Voluntary Participation.** No compensation of any kind is expected in return for services provided. No benefits traditionally associated with employment will be provided. Participation may be terminated at any time by SWEET CHEEKS DIAPER BANK.
- 2. Assumption of Risks. Services provided to SWEET CHEEKS DIAPER BANK may include hazardous activities including, but not limited to: moving boxes, climbing stairs to reach high levels of storage shelves, using plastic wrap with a cutting edge, using scissors, box cutters and other potentially sharp objects. Activities may be physically and/or mentally and emotionally challenging. VOLUNTEER MAY BE EXPOSED TO PERSONAL INJURY, DEATH OR DAMAGE TO THEIR PROPERTY AS A RESULT OF SUCH ACTIVITIES, THE ACTIVITIES OF OTHER VOLUNTEERS, OR THE CONDITIONS UNDER WHICH VOLUNTEER SERVICES ARE PERFORMED. WITH KNOWLEDGE OF THESE RISKS, VOLUNTEER AGREES TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY, DEATH OR DAMAGE TO PROPERTY.
- 3. Insurance and Medical Treatment: SWEET CHEEKS DIAPER BANK does not assume any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of SWEET CHEEKS DIAPER BANK beyond what may be offered freely by SWEET CHEEKS DIAPER BANK in the event of such injury or medical expenses incurred by me. SWEET CHEEKS DIAPER BANK is released and forever discharged from any claim whatsoever which arises on account of any first aid, treatment or service rendered in connection with my work on the Project.
- 4. **Release.** In consideration of the opportunity to participate as a Volunteer, no claim will be made by Volunteer or Volunteer's successors, assignees, heirs, guardians and legal representatives, against SWEET CHEEKS DIAPER BANK, or its officers, directors, or employees, or any suppliers of any materials or equipment, any of the project volunteers or sponsors, or any service recipients participating in the project, for injury, death, or damage resulting from the act or omissions of any person or entity, however caused. Volunteer assumes the complete risk of any activity done in violation of any rule or directive or instruction.
- 5. **Media/Photographic Release.** SWEET CHEEKS DIAPER BANK is granted permission to use my name, statement(s) and my likeness in any and all of its publications or advertisements in print, television, online (including without limitation, its websites or pages on Facebook or other social media sites) and any other media, without compensation to me. This consent is irrevocable and is without payment. The materials will become the property of the SWEET CHEEKS DIAPER BANK and will not be returned. The right to inspect or approve anything in which my name, statement(s) or likeness appears is waived along with any right to royalties or other compensation arising or related to their use.
- 6. **Confidentiality.** Volunteer will abide by all local, state and federal laws and regulations pertaining to the security, privacy and confidentiality of medical records and medical information. Only those records will be reviewed that pertain to work on a "Need to Know" basis. Volunteer will not read a record, insert or remove items, or make copies of all or part of a record except as a necessary and legitimate part of work. All first and third party requests for information will be referred to appropriate SWEET CHEEKS DIAPER BANK personnel. Volunteer will not discuss with family, friends and neighbors the progress or uniqueness of a case so that identification of a SWEET CHEEKS DIAPER BANK client could be readily identifiable.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACT AND A RELEASE OF LIABILITY BETWEEN ME AND SWEET CHEEKS DIAPER BANK PARTIES. I SIGN IT OF MY OWN FREE WILL. BY SIGNING THIS AGREEMENT, I CERTIFY THAT I AM EIGHTEEN YEARS OF AGE OR OLDER.

*If application is for a volunteer 18 or older:* By clicking "I agree" on the online volunteer sign up, or signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Sign Name

Print Name

Date

If application is for a volunteer under 18 years old:

Note: A copy of this form signed below must be brought with minor volunteer to Sweet Cheeks Diaper Bank or he/she will not be allowed to volunteer.

As the parent or legal guardian of the volunteer listed on the application, I consent to and authorize the Minor to act as a volunteer for Sweet Cheeks Diaper Bank. I agree to and understand points 1-6 above, am aware of the nature of the activities to be performed, and on behalf of myself and the Minor, via my signature below, release and discharge Sweet Cheeks Diaper Bank, their employees, and their volunteers from any and all claims, demands, causes of action of any nature or cause, for any such injury or damage incurred or suffered by the Minor.

Minor's Name: \_\_\_\_\_

Parent/Guardian Sign Name

Print Name

Date