

Focus: HOPE

2023

VOLUNTEER'S RELEASE AND WAIVER OF LIABILITY And Civil Rights Training

***PLEASE READ CAREFULLY!
THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS!***

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") executed on this

_____ day of _____, 2023 by _____
[Day] [Month] [PLEASE PRINT VOLUNTEER NAME]

in favor of Focus: HOPE, a Michigan non-profit corporation and its directors, officers, employees and agents. The Volunteer desires to participate with Focus: HOPE in activities related to being a volunteer. The Volunteer understands that the activities may include, but are not limited to, demolishing structures, rehabilitating or securing residential buildings, general clean-up, facilities maintenance, gardening, office work, packing and delivering food, being transported to and from work site locations and consuming food.

The Volunteer hereby freely, voluntarily and without duress executes this Release under the following terms:

- 1. Waiver and Release.** Volunteer hereby releases and forever discharges and holds harmless Focus: HOPE and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's participation. Volunteer understands that this Release discharges Focus: HOPE from any liability or claim that the Volunteer may have against Focus: HOPE with respect to any bodily injury, personal injury, illness, death or property damages that may result from Volunteer's participation, whether caused by the negligence of Focus: HOPE or its officers, directors, employees, volunteers or agents or otherwise. Volunteer also understands that Focus: HOPE does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to, medical, health or disability insurance except as Focus: HOPE may disclose in writing. Volunteer specifically understands that Focus: HOPE shall not be responsible for supervising, managing or controlling Volunteer or other volunteer participants.
- 2. Medical Treatment.** Volunteer hereby releases and forever discharges Focus: HOPE from any claim whatsoever which arises or may hereafter arise on account of any first aid, medical related treatment or medical related service rendered in connection with the Volunteer's activities with Focus: HOPE.
- 3. Assumption of the Risk.** There are hazards on every work site. These include natural hazards (land, weather, etc.) and man-made hazards (concrete, steel, etc.). Some are obvious and some are hidden. The Volunteer understands that the Focus: HOPE work project may include activities and conditions that may be hazardous to the Volunteer and that any food and medical supplies that may be donated to Focus: HOPE are beyond the control of Focus: HOPE. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases Focus: HOPE from all liability for injury, illness, death or property damage resulting from the activities of the Volunteer's participation.
- 4. Insurance.** Focus: HOPE does not carry or maintain, and expressly disclaims responsibility for providing any health, medical or disability insurance coverage for the Volunteer. Volunteers are not to be deemed employees or agents of Focus: HOPE and Focus: HOPE shall not be responsible for the purchase of worker's compensation insurance for volunteers.
EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE COVERAGE IN EFFECT.
- 5. Photographic Release.** Volunteer does hereby grant and convey to Focus: HOPE all right, title and interest in any and all photographic images and video or audio recordings made by Focus: HOPE, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings that may contain the image, facsimile, voice, impression or presence of the Volunteer.
- 6. Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and that this Release shall be governed by and interpreted in accordance with the law of the State of Michigan. 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 remaining clauses and provisions of this Release shall continue to be enforceable.

FOOD DISTRIBUTION VOLUNTEER --- Civil Rights Training

All volunteers are to follow the expectations below as a condition of volunteering for our agency:

- 1) Show respect for and provide equal treatment to all participants, staff, volunteers and others regardless of race, color, age sex, nationality, gender, and disability.
- 2) Maintain confidentiality with participants information or program participation during and outside of distributions.
- 3) Display fair treatment to all participants without any bias or reprisal.
- 4) Complaints are to be presented to and handled by the person in charge.
- 5) Language needs and assistance are to be handled by the person in charge.
- 6) The person in charge this day is _____ if assistance is needed during distribution.

IN WITNESS WHEREOF, Volunteer executed this Release and Waiver and Civil Rights Training as of the day and year first above written.

Check here if you are a minor (under 18)

Print: _____
(First) (Last)

Signature: _____ Date _____

Address: _____

City ST Zip Code

Phone: _____
(Cell) (Home or Work)

Email: _____

If under 18 years of age, please have parent or guardian review and sign the "Parental Authorization for Treatment of Minor" Clause:

I am the parent or legal guardian having custody of a minor child (the "Minor Child"). As such parent or legal guardian, I hereby authorize and appoint Focus: HOPE, a Michigan nonprofit corporation, as my agent to act for me with respect to the Minor Child and in my name in any way that I could act in person to make any and all decisions for me with respect to the Minor Child concerning the Minor Child's personal care, medical treatment, hospitalization and health care, and to require, withhold or withdraw any type of medical treatment or procedure including, without limitation, x-ray examination, anesthetic, medical or surgical diagnosis of treatment which may be rendered to the Minor Child under the general or special supervision and on the advice of any physician or surgeon licensed to practice in the state in which treatment is sought. My agents shall each have the same access to the Minor Child's medical records that I have including the right to disclose the contents to others. I expressly acknowledge and agree that this authorization is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and that this authorization shall be governed by and interpreted in accordance with the laws of the State of Michigan.

Parent/ Guardian
Print Name: _____

Signature: _____ Date: _____

Parent/Guardian Phone: _____

Office Use Only:

Date Received:	Processor (Name):	Date input in system:
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