

HOPE FOR ALL RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____, 20____, by _____, (the "Volunteer), and if Volunteer is under age 18, (the parent having legal custody and/or the legal guardian of the volunteer (the "Guardian")) _____, in favor of HOPE For All ("HOPE") a Maryland nonprofit corporation, its directors, officers, employees, and agents (collectively "HOPE"). Volunteer (and Guardian, if applicable) desires to volunteer for HOPE and engage in activities related to being a volunteer (the "Activities"). Volunteer (and Guardian, if applicable) understands that the Activities may involve various duties including lifting, carrying and moving items as well as office-type work. Volunteer (and Guardian, if applicable) does hereby freely, voluntarily, and without duress execute this Release under the following terms:

Release and Waiver. Volunteer (and Guardian, if applicable) does hereby release and forever discharge and hold harmless HOPE and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or equity, which arise or may hereafter arise from Volunteer's Activities with HOPE. Volunteer (and Guardian, if applicable) understands that this Release discharges HOPE from any liability or claim that the Volunteer (or Guardian, if applicable) may have against HOPE with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with HOPE, whether caused by the negligence of HOPE or its officers, directors, employees, or agents or otherwise. Volunteer (and Guardian, if applicable) also understands that 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 in the event of injury or illness.

Medical Treatment. In the event that Volunteer is injured or otherwise requires medical, dental or other health-related treatment while performing Activities for HOPE, Volunteer (and Guardian, if applicable) hereby authorizes HOPE (and any employee or agent of HOPE) to act on Volunteer's (and Guardian's, if applicable) behalf to request medical, dental, or other health-related treatment or procedures. Volunteer (and Guardian, if applicable) does hereby release and forever discharge HOPE from any claim, cost, loss or damage whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered or not rendered in connection with the Volunteer's Activities with HOPE.

Assumption of the Risk. Volunteer (and Guardian, if applicable) understands that the Activities may include work that may be hazardous to Volunteer, including, but not limited to packing, lifting, carrying, moving items at a location used by HOPE or other locations where HOPE may receive or distribute items, including transportation to and from such sites. If Volunteer uses his/her own motor vehicle or the motor vehicle of a third party in connection with the Activities, Volunteer acknowledges that he/she does so at his/her own risk. Volunteer (and Guardian, if applicable) hereby expressly and specifically assumes the risk of injury or harm in and related to the Activities and releases HOPE from all liability for injury, illness, death, or property damage resulting from or arising out of: (i) the Activities, (ii) Volunteer's actions or inactions; and/or (iii) the actions or inactions of any third party. Volunteer (and Guardian, if applicable) agrees to indemnify and hold HOPE harmless for any injury and/or damage that Volunteer causes and any claims related to Volunteer's actions or inactions in connection with the Activities.

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Insurance. Volunteer (and Guardian, if applicable) understands that, except as otherwise agreed to by HOPE in writing, HOPE does not carry or maintain primary health, medical, disability, auto, property or any other insurance coverage for any Volunteer. From time to time, HOPE may maintain commercial general liability insurance or other non-primary insurance that may or may not apply to specific circumstances. Volunteer should obtain his or her own medical and other insurance coverages. If Volunteer uses his/her own motor vehicle or the motor vehicle of a third party in connection with the Activities, Volunteer acknowledges that : (i) Volunteer is solely responsible for obtaining and maintaining appropriate auto and other insurance coverages; (ii) Volunteer is solely responsible for obtaining necessary motor vehicle licensing ; and (iii) HOPE shall have no obligation to verify that Volunteer has complied with (i) or (ii) above.

Minors. All volunteers age 13 and under, that are not in high school, must be accompanied by a parent or Guardian (as defined above) during their volunteer service with HOPE. In such circumstances, the Guardian (as defined above) assumes all responsibility for being present during any and all activities for which their child volunteers with HOPE and for the actions of their child during such times. All volunteers over the age of 13 that are not yet 18, who are in high school, may volunteer unaccompanied but may only participate with advance permission of the Guardian (as defined above).

Photographic Release. Volunteer (and Guardian, as applicable) does hereby grant and convey unto HOPE all right, title, and interest in any and all photographic images and video or audio recordings made by HOPE or at its direction during Volunteer’s Activities with HOPE including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Confidentiality. Volunteer (and Guardian, if applicable) acknowledges that, in connection with the Activities, Volunteer may learn information about one or more HOPE employees/volunteers and/or information concerning HOPE clients/donors, including without limitation, income, credit, residency, family, and other personal, non-public information (the “Confidential Information”). Volunteer agrees that he/she shall use such Confidential Information only for the purposes of providing the services offered by HOPE, only in accordance with policies adopted by HOPE from time to time, and for no other purposes. Volunteer shall safeguard and maintain the confidentiality of such Confidential Information and shall not disclose such Confidential Information to any third party.

Other. Volunteer (and Guardian, if applicable) expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Maryland, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland. Volunteer (and Guardian, if applicable) 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 shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer (and Guardian, if applicable) has executed this Release as of the date set forth above and Volunteer (and Guardian, if applicable) specifically acknowledges that he/she/they have reviewed and agree to all of its terms.

Volunteer: _____ Volunteer Age (if under age 18): _____

Parent/Guardian (print & sign): _____

Street Address: _____ City, State _____ Zip: _____

Phone: _____ Email Address: _____ Birthday: _____

Would you like to receive our monthly newsletter? (Y/N) _____