

## Minor Volunteer Agreement - Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") is executed in favor of Hospitality House of Owatonna, Inc., and its directors, officers, trustees, employees, sponsors, donors, volunteers and agents (collectively, the "Released Party").

I, the Volunteer's Parent or legal guardian, desire to allow my minor child (the "Volunteer") to work as a volunteer for the Released Party without compensation and engage in the activities related to being a volunteer. I understand that the activities may include but are not limited to working at the Released Party's facilities or activities in the community in support of the Released Party and the individuals it serves ("Activities"). I, understand that the Activities may include risks associated with the Activity. I, hereby freely, voluntarily, and without duress execute this Release under the following terms:

**Release and Waiver.** In consideration of and in order to be allowed to participate in the Activities, I, do hereby release and forever discharge and hold harmless the Released Party and its successors and assigns from any and all liability, claims, demands, costs and damages of any kind, whether arising from tort, contract or otherwise, which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to the Activities with the Released Party, including but not limited to personal injury, bodily injury, illness, property damage, loss or death, whether caused wholly or in part by the simple negligence, fault or other misconduct of the Released Party or of other volunteers, other than their intentional or grossly negligent conduct.

I understand and acknowledge that by signing this Release I knowingly assume the risk of injury, harm, damage, and loss associated with the Activities. I also understand that the Released Party 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, illness, death or property damage.

**Consent to Transportation and Medical Treatment.** I consent to the use of first aid treatment and the use of generic and over the counter medications and treatments as directed by manufacturer labels, whether administered by the Released Party or first aid personnel. In an emergency, I understand the Released Party may try to contact the parent listed below. If a parent cannot be reached promptly, I hereby authorize the Released Party to act as an agent for me to consent to any examination, testing, x-rays, medical, dental or surgical treatment for me as advised by a physician, dentist or other health care provider. This includes, but is not limited to, the assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. I also authorize the Released Party to arrange for transportation of volunteer as deemed necessary and appropriate in their discretion. I do hereby release, forever discharge and hold harmless the Released Party from any liability, claim, demand, and action whatsoever brought by me or on volunteer's behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with the Activities with any of the Released Party.

**Insurance.** I understand that, except as otherwise agreed to by the Released Party in writing, the Released Party is under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage. I understand that I am and remain responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained **for volunteer**. I agree that the Released Party does not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand my personal health insurance is volunteer's primary coverage.

**Confidentiality.** I agree that in the course of my participation in the Activities, volunteer may have access to personal and/or health care information of other persons. Volunteer agrees to maintain the

confidentiality of all such information, to use such information only as necessary to do volunteer's job as a volunteer.

**Photographic/Recording Release.** I hereby grant and convey unto the Released Party all right, title and interest in any and all photographs and video/audio/electronic recordings of me, including as to volunteer's name, image and voice, made by or on behalf of any of the Released Parties during the Activities with the Released Parties, including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds or other benefits derived from them. I understand that I and minor child will not have any ownership interest in or to such photographs, images and/or recordings, I and minor child have not been provided or promised any compensation to us, and I and minor child hereby waive any rights, privileges or claims based on any right of publicity, privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings.

**Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by Minnesota state law. I further agree that in the event any clause or provision of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release by a Released Party does not prevent the exercise of any other right.

**I acknowledge receipt and review of the Volunteer Agreement Release and Waiver of Liability.** I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent, on behalf of the below listed minor child, for him/her to participate in all Activities as set forth in the above Volunteer Agreement, Release and Waiver of Liability, and such terms are incorporated herein. I have read and understand the above Volunteer Agreement, Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to all such provisions. It is my intent to bind my and the minor Volunteer's heirs, next of kin, assigns, and legal representatives.

If only one parent or guardian signs these forms on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer hereby covenants, warrants, represents and agrees that he or she is executing these forms on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, that he/she is fully authorized to do so, and that by executing such Release and Parental Authorization, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, next of kin, assigns, and legal representatives to such Release and Parental Authorization.

**SIGNATURE OF PARENT/GUARDIAN SIGNING ON BEHALF OF THE ABOVE MINOR:**

**In an emergency, parent/guardian will be contacted in order listed**

**Volunteer Name (printed):** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Parent/Guardian: Name (please print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, ZIP:** \_\_\_\_\_

**Phone: (H)** \_\_\_\_\_ **(C)** \_\_\_\_\_ **(W)** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Parent/Guardian:** Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ (W) \_\_\_\_\_

E-mail: \_\_\_\_\_