

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, desire to work as a volunteer for the Released Party without compensation and engage in the activities related to being a volunteer. I understand that my 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, the Volunteer, understand that my Activities may include risks associated with the Activity. I, the Volunteer, 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, the Volunteer, 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 my 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 individuals or 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 vehicle, 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 individual listed below as an emergency contact. If an emergency contact 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, my 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 me as deemed necessary and appropriate in their discretion. I, the Volunteer, do hereby release, forever discharge and hold harmless the Released Party from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with my 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 vehicle, health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own vehicle, health, medical, travel, disability or other insurance

coverage. I understand that I am and remain responsible for payment of such vehicle, hospital, physician, ambulance, dental, medical or other services obtained **for me**. 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 personal insurance, I understand my personal insurance is my primary coverage.

Confidentiality. I agree that in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of all such information, to use such information only as necessary to do my 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 my name, image and voice, made by or on behalf of any of the Released Parties during my 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 will not have any ownership interest in or to such photographs, images and/or recordings, I have not been provided or promised any compensation to me, and I 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. I understand and agree that this paragraph also applies to my minor child(ren) who are volunteering.

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 two page Volunteer Agreement Release and Waiver of Liability. I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent to participate in all volunteer Activities. I have read and understand this Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to the above provisions. It is my intent to bind my heirs, next of kin, assigns and legal representative.

Printed Name: _____

Signature: _____ Signature Date: _____

Address: _____

City, State, ZIP: _____

Phone: (H) _____ (C) _____ (W) _____

Email: _____

EMERGENCY CONTACT INFORMATION FOR VOLUNTEER:

Name: _____ Relationship: _____

Address: _____

Phone:(H) _____ (C) _____ (W) _____
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Email: _____