



Jonnycake Center
of Peace Dale

**JONNYCAKE CENTER OF PEACE DALE
VOLUNTEER RELEASE and WAIVER OF LIABILITY**

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____, 2019, by _____ (the "Volunteer") in favor of The Jonnycake Center of Peace Dale (JCPD), a nonprofit corporation, and its directors officers, employees, and agents and their respective successors and assigns (collectively, the Jonnycake Center). If the volunteer is under the age of 18, all references herein to the Volunteer shall include the Volunteer's Guardian, as described below.

The Volunteer desires to work as a volunteer for JCPD and engage in the activities related to serving as a volunteer. These activities may take place in our donation center, food pantry, thrift store, special events or other areas of our operation. The Volunteer understands that the activities may include lifting, carrying, and/or moving furniture and other donated items; loading and unloading vehicles; stacking pallets and sorting products; delivering food and other items to members in the community; and working in the office spaces and at special events.

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

1. RELEASE and WAIVER

The Volunteer does hereby release and forever discharge and hold harmless JCPD from any and all liability or claim that the Volunteer may have against the JCPD including, without limitation, claims with respect to bodily injury, illness, death or property damage that may result from the Volunteer's work for the JCPD. The Volunteer covenants not to file a lawsuit or take any other action against the JCPD with respect to any such liability or claim. The Volunteer understands that the JCPD 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.

2. MEDICAL TREATMENT

The Volunteer does hereby release and forever discharge JCPD from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Volunteer's work for the JCPD.

3. ASSUMPTION OF THE RISK

The Volunteer understands that the activities may involve work that may be hazardous to the Volunteer, including, lifting, carrying, and/or moving furniture and other donated items; loading and unloading vehicles; stacking pallets and sorting products; delivering food and other items to members in the community; and working in the office spaces and at special events.

The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the activities, and releases the JCPD from all liability for injury, illness, death, or property damage resulting from the activities of the Volunteer's work from the JCPD or from the Volunteer's presence at the JCPD or its agency sites.

4. INSURANCE

The Volunteer understands that the JCPD does not carry or maintain health, medical or disability insurance coverage for any Volunteer.

5. PHOTOGRAPHIC RELEASE

The Volunteer grants permission to JCPD to use photographs and/or video taken in publications, news releases, online, through social media and in other communications related to the mission of the Center. The Volunteer does hereby grant and convey unto the JCPD all right, title, and interest in any and all photographic images and video and/or audio recordings made by JCPD during the said Volunteer activities including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. CONFIDENTIALITY AGREEMENT

The Volunteer agrees to maintain the confidentiality of all of those individuals and families who seek services at the JCPD. The Volunteer will never disclose to outside parties the names or other identifying information about JCPD "members" or "visitors".

7. OTHER

The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Rhode Island, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Rhode Island. The Volunteer also 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

I have read the Volunteer Release and Waiver of Liability Form and my signature below indicates that I agree to abide by the terms and conditions set forth in this form.

Guardian's consent and indemnification: In order for a person under the age of 18 to Volunteer at JCPD, this form must be signed by a parents or guardian who has legal custody. The parent/guardian hereby represents, warrants and covenants that 1) the guardian has full authority to execute this form on behalf of the Volunteer and 2) the guardian shall indemnify and hold the JCPD harmless from and against any claim made by the Volunteer and/or any losses of any kind suffered by the JCPD if any of the guardian's representations, warranties and/or covenants are found to be incorrect.

Volunteer signature

Date

Guardian signature

Date

Guardian's name and relationship to Volunteer

JCPD Representative

Date