

Volunteer Agreement and Liability Release/Waiver

This Agreement, Release and Waiver of Liability (the “release”) executed on _____ (date) by _____ (“Volunteer”) releases Confluence, a nonprofit corporation organized and existing under the laws of the State of Washington and each of its directors, officers, employees, and agents. The Volunteer desires to provide volunteer services for Confluence and engage in activities related to serving as a volunteer.

Confidentiality Policy for Volunteers

Respecting the privacy of our donors, community members, staff, volunteers and of Confluence itself is a basic value of Confluence. Personal and financial information is confidential and should not be disclosed or discussed with anyone without permission or authorization from the executive director.

Employees, volunteers and board members of Confluence may be exposed to information which is confidential and/or privileged and proprietary in nature. It is the policy of Confluence that such information must be kept confidential both during and after employment or volunteer service. Staff and volunteers, including board members, are expected to return materials containing privileged or confidential information at the time of separation from employment or expiration of service.

Unauthorized disclosure of confidential or privileged information is a serious violation of this policy and will subject the person(s) who made the unauthorized disclosure to appropriate discipline, including removal/dismissal.

1. Position: I, the Volunteer understands that the scope of my relationship with Confluence is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that Confluence will not provide any benefits traditionally associated with employment to me and that I am responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer’s services to Confluence.
2. Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless Confluence and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services I provide to Confluence. I understand and acknowledge that this Release discharges Confluence from any liability or claim that I may have against Confluence with respect to bodily injury, personal injury, illness,

death, or property damage that may result from the services I provide to Confluence or occurring while I am providing volunteer services.

3. Insurance: Further I understand that Confluence does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of Confluence beyond what may be offered freely by Confluence in the event of injury or medical expenses incurred by me. If I do any driving for volunteering, I acknowledge that my auto insurance is primary.
4. Medical Treatment: I hereby Release and forever discharge Confluence from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Confluence.
5. Assumption of Risk: I understand that the services I provide to Confluence may include activities that may be hazardous to me including, but not limited to outdoor work at parks and our art sites, involving inherently dangerous activities. As a volunteer, I hereby expressly assume risk of injury or harm from these activities and Release Confluence from all liability.
6. Photographic Release: I grant and convey to Confluence all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by Confluence in connection with my providing volunteer services to Confluence.
7. Background Release: I understand that I may be required to undergo an appropriate background screening depending on my volunteer duties
8. Acknowledgement of Confidentiality of Information: I agree to treat as confidential all information I learn about donors, volunteers, and other Confluence community members that I learn during the performance of my duties as a volunteer, and I understand that it would be a violation of policy to disclose such information to anyone without checking first with the executive director.
9. Other: As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Washington and that this Release shall be governed by and interpreted in accordance with the laws of the State of Washington. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Agreement and Waiver of Liability willingly and voluntarily.

Signature (Or parent/guardian if under 18)

Date

Printed Name