



We Heart Seattle

Volunteer Release and Waiver of Liability

revision 3.6

Thank you for volunteering with We Heart Seattle.

We Heart Seattle is a grassroots coalition of people who believe we must act to better protect people, parks, and our shared environment. Through our direct civic engagement, we lead the way to a more compassionate and healthy community.

We appreciate your assistance and commitment to our community. This is an annual form where you agree to release We Heart Seattle of all liability while volunteering with We Heart Seattle and you provide several pieces of information we need to track. This form is in effect for one year from the signing date.

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____, 20____, by _____ (the "Volunteer") in favor of We Heart Seattle, a Washington Nonprofit Corporation officially known as "I Heart Downtown Seattle", their directors, officers, employees, and agents.

The Volunteer desires to volunteer for We Heart Seattle and engage in activities (the "Activities" related to being a volunteer). The Volunteer understands that the Activities may include but not limited to: participating in special events and fundraisers, participating in litter pickups, removing graffiti, loading and unloading heavy items, assisting and interacting with people not known to them including people with unknown behavioral health or housing situations, and exercising personal judgment as to whether and when they feel an action feels safe and comfortable to perform.

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

Release and Waiver: Volunteer does hereby release and forever discharge and hold harmless We Heart Seattle and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with We Heart Seattle.

Volunteer understands that this Release discharges We Heart Seattle from any liability or claim that the Volunteer may have against We Heart Seattle with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's Activities with We Heart Seattle, whether causes by the negligence of We Heart Seattle or its officers, directors, employees, or agents or otherwise. Volunteer also understands that We Heart Seattle 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.

Criminal Background Exclusion: Our insurance and our mission require that we respectfully decline the volunteering services of any person who has ever been **convicted or accused of sex abuse or child molestation** crimes of any kind at any time in the past; any such conviction or accusation means they cannot be involved with We Heart Seattle.

If you have ever been convicted or accused of sex abuse or child molestation then please do not volunteer with We Heart Seattle.

- Volunteer affirms they have never been convicted or accused of sex abuse or child molestation crimes of any kind at any time in the past;
- Volunteer understands that any conviction or accusation of sex abuse or child molestation crimes means they cannot volunteer with We Heart Seattle.

Medical Treatment: Volunteer does hereby release and forever discharge We Heart Seattle 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 Activities with We Heart Seattle.

Assumption of the Risk: The Volunteer understands that the Activities includes work that may be hazardous to the Volunteer, including, but not limited to: participating in litter pickups, removing graffiti, loading and unloading heavy items, and assisting and interacting with people not known to them including people with unknown behavioral health or housing situations. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases We Heart Seattle from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance: The Volunteer understands that, except as otherwise agreed to by We Heart Seattle in writing, We Heart Seattle does not carry or maintain health, medical, or disability insurance for any Volunteer. The We Heart Seattle insurance policy reimburses a certain amount of emergency medical expenses of volunteers for bodily injury sustained by accident under the conditions specified in the policy. ***Volunteer affirms they are expected and encouraged to obtain their own medical or health insurance coverage.***

Vehicles: *Hired or non-owned vehicles are never to be used for emergency medical transportation or emergency medical services; emergency medical transportation must utilize an ambulance or similar service.*

Volunteers who drive any vehicle on agency business must receive We Heart Seattle's written approval in advance (this is done through the High Impact Volunteer Application process). Volunteer drivers must maintain personal auto liability limits of \$100,000 Combined Single Limit of \$100,000 / \$300,000 (which is higher than Washington State's mandatory minimum and thus might increase the volunteer's insurance premium), and must provide written evidence of their Personal Auto Insurance policy on an annual basis. Volunteer drivers may need to produce a Driver Abstract check to confirm a safe driving record.

Photographic Release: Volunteer does hereby grant and convey unto We Heart Seattle all rights, title, and interest in any and all photographic images and video or audio recordings made by We Heart Seattle during the Volunteer's Activities with We Heart Seattle, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

To opt out of this photographic release, un-check the box below. Volunteers are responsible for communicating their opt-out presence to the onsite We Heart Seattle staff and avoid posing for casual photographs during organized events.

Volunteer gives We Heart Seattle permission to publish or in any way use photographic images and video in which Volunteer is identifiable for marketing, communication, or public relations, or promotion purposes.

COVID-19: Volunteer acknowledges that We Heart Seattle is doing what is possible to protect the public and volunteers. To this extent, ***volunteer agrees to follow Center of Disease Control (CDC), Occupational Safety and Health Act (OSHA) and local health guidelines, policies and procedures for social distancing to reduce the spread of COVID-19.*** These guidelines are expected to change over time.

As of the time this release was signed, Volunteer agrees to maintain six (6) feet of distance between fellow volunteers and those We Heart Seattle serves as much as possible. Volunteer agrees to utilize masks to reduce the risk of exposure. Volunteer agrees to wash or sanitize their hands often including after using the restroom, sneezing, coughing, and litter pickups, before eating or preparing meals or sundries for distribution, and will properly wear and utilize gloves. Volunteer agrees to properly sanitize their own reusable equipment after use.

Key guideline documents: <https://www.cdc.gov/coronavirus/2019-nCoV/hcp/index.html> and <https://www.osha.gov/Publications/OSHA3990.pdf>.

Policies and Procedures: ***Volunteer agrees to be guided by federal, state, county, city and agency policies and procedures appropriate to their activities.*** A set of agency procedures will be available on the We Heart Seattle website and are expected to change over time.

Examples of policies and procedures include but are not limited to: CDC guidelines; OSHA guidelines, We Heart Seattle's Equity Statement, Respect in the Workplace (Anti-Discrimination / Anti-Sexual Harassment / Code of Conduct) Policy, procedures to monitor and document interactions between employees/volunteers and clients, Trash Pickup FAQ, et cetera.

Other: Volunteer expressly agrees 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. Volunteer 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 has executed this Release as of the day and year above written.

Volunteer Name (Please Print): __ Click or tap here to enter text.

Volunteer Signature: __ Click or tap here to enter text.

Today's Date: __ Click or tap here to enter text.

Address: __ Click or tap here to enter text.

Phone: __ Click or tap here to enter text.

Email: __ Click or tap here to enter text.

In case of emergency, please contact:

Name: __ Click or tap here to enter text. **Relation:** __ Click or tap here to enter text.

Address: __ Click or tap here to enter text.

Phone: __ Click or tap here to enter text.

******* If the volunteer is under the age of 18 a parent or legal guardian must sign below *******

Parent/Legal Guardian Name (Please Print): __ Click or tap here to enter text.

Parent/Legal Guardian Signature: __ Click or tap here to enter text.