

Volunteer Release and Waiver of Liability

Updated to Include Risk of COVID-19



This Release and Waiver of Liability (the "Release") is executed by _____ (the "Volunteer"), listed above, on this ____ day of _____, 20____ date, in favor of Clackamas County Long Term Recovery Group (CCLTRG), and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the "Released Parties"). I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties and engage in the activities related to being a volunteer ("Activities"). I understand that my Activities may include but are not limited to the following: traveling to and from work sites, towns, cities or counties; constructing and rehabilitating residential buildings; other construction-related activities; and other recovery-related activities.

I, the Volunteer, hereby freely, voluntarily and without duress execute this Release under the following terms:

Release and Waiver. I, the Volunteer, do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death, including risks related to the COVID-19 or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other volunteers.

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand that the Released Parties do 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, property damage, or motor vehicle accidents while traveling to and from job sites or while moving items.

Age Restrictions for Minors for All Active Project Sites (Age 18 & older, or 16-17 years old with parent or guardian)

CCLTRG has a minimum age limit of 18 for those volunteering on any active project site, including Home Repair and Construction projects. An exception is minors 16 or 17 years old if accompanied on the project site by a parent or guardian. Parent/Guardian must sign consent.

Medical Treatment. I, the Volunteer, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with any of the Released Parties.

Agreement to Follow Protocols: While volunteering at CCLTRG project premises, I, the Volunteer, agrees to follow and obey any and all social distancing and virus mitigation protocols set forth by CCLTRG to comply with federal, state and local emergency orders and guidelines pertaining to COVID-19.

2021 COVID-19 Safety Protocols

- Do not volunteer if you have symptoms of acute respiratory illness (i.e., fever, cough, shortness of breath or other COVID-19 related symptoms such as fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea).
- Frequently wash your hands using soap and water if possible. If not, use hand sanitizer.
- Wear personal protective equipment at all times: CDC-approved masks, and eye protection (construction site). No exceptions.
- No sharing of food or beverages.
- Limit contact with others. Practice social distancing at all times:
 - Maintain a distance of at least 6' from one another, when practical.
 - While closer encounters may be unavoidable while at the work site, they should be brief. Use common sense and give a wide berth.

Continue to Acknowledgements on page two.

Acknowledgements: (Please initial*)

- ☐ I have not been medically directed to self-quarantine in the past 14 days.
- ☐ I have not been in close contact with anyone who has been asked to self-quarantine in the past 14 days.
- ☐ I have not experienced a recent onset of any illness-related symptoms, such as fever, cough, or shortness of breath within the past 48 hours.
- ☐ I have not been in close contact with anyone who has tested positive for COVID-19 in the past 14 days.
- ☐ I have not been in close contact with anyone that is in the process of being tested for COVID-19.
- ☐ I will immediately notify CCLTRG if any of the above statements become true.

***Electronic acknowledgement of this form in Volunteer Mark represents an initial of each line above.**

Assumption of the Risk. I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: construction; loading and unloading; travel to and from the work sites; and exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency.

I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities. In addition, I, the Volunteer, acknowledge that by participating in the Activities, they may increase the likelihood of exposure to the COVID-19.

Insurance and Licensing. I, the Volunteer, understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, vehicle, 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. Each Volunteer utilizing a vehicle while volunteering must have a valid driver's license and vehicle insurance for the vehicle they are utilizing.

Photographic Release. I, the Volunteer, do hereby grant and convey unto the Released Parties all right, title and interest in any and all photographs and video or audio recordings of or including my image or voice, made by any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such photographs or recordings for any purpose and to any royalties, proceeds or other benefits derived from them. Photographs, videos and audios of participants may be used by CCLTRG in any medium (e.g. print publications, social media, etc.) for publicity. If you have concerns about this, you may opt out by informing the staff and any photographer/videographer on site. Volunteers on a project site are prohibited from taking photos except upon written consent.

Other. I, the Volunteer, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where the Activities take place. I further agree that in the event 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 clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release does not prevent the exercise of any other right.

Volunteer Information: **required field*

*Name (please print): _____ *Date of Birth: _____
*Address: _____ *City: _____ *State: _____ *Zip: _____
*Phone: (_____) _____ - _____ Email Address: _____

Emergency Contact Information:

*Primary Contact Name: _____ *Phone Number: _____

***Volunteer Signature: _____ *Date: _____**

***Electronic acknowledgement of this form in Volunteer Mark represents a signature of the line above.**

***Volunteers ages 16 and 17 must submit a paper copy signed by Parent/Guardian.**