

## Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (the "Volunteer") in favor of Women In Need, Inc., their debtors, officers, employees, and agents (collectively, "Win").

The volunteer desires to work as a volunteer for Win and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include administrative duties, cleaning, sorting donations, reception duties, working with children, education and mentoring of adult clients.

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

### Release and Waiver.

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

**Medical Treatment.** Volunteer understands that the Activities include components that may be hazardous to the Volunteer, including, but not limited to, exposure to contagious illness and potential injury that may occur during Activities and/or transportation to and from Activities sites.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Win 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 Win in writing; Win does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

**Photographic Release.** Volunteer does hereby grant and convey unto Win all right, title and interest in any and all photographic images and video or audio recordings made by Win during the Volunteer's Activities with Win, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. Volunteer further grants Win, the right to edit and/or transcribe such photograph/recordings at its reasonable discretion, provided, however, that such editing or such transcription does not render the photograph/presentation, or any part thereof, misleading or inaccurate.

### Please initial each line confirming that you agree and will adhere to the following:

- \_\_\_\_ My role is as a volunteer, and, as such, I will receive no financial reimbursement for services rendered.
- \_\_\_\_ I will attend a Win Volunteer Orientation on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or schedule another date within a reasonable time upon agreeing to volunteer for Win.
- \_\_\_\_ I will bring to the attention of Win staff any information or questions that arise of a legal nature.
- \_\_\_\_ I recognize that any and all information shared with me as part of my duties as a volunteer is confidential and shall not be divulged to unauthorized individuals, agencies, or organizations.
- \_\_\_\_ I will NOT take photos, video, or audio recordings of Win clients, staff, or property unless I have received official permission from the Development and Communications Department prior to volunteering.
- \_\_\_\_ I will not copy, transcribe, record, or memorize confidential information in any manner, nor disclose or use such information for any purpose other than for the limited purpose of providing the assigned services at Win.

**Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York.

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.

Volunteer or Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Organization/Group Name (if applicable): \_\_\_\_\_ Event Date (if applicable): \_\_\_\_\_