

### **Volunteer Release and Waiver of Liability**

This Release and Waiver of Liability (the "Release"), executed by the undersigned ("Volunteer") on the date set forth below, releases SBH Community Service Network, Inc., ("SBH"), a non-profit corporation organized and existing under the laws of the State of New York, and each of its directors, officers, employees, and agents. The Volunteer desires to provide volunteer services for SBH and engage in activities related to serving as a volunteer.

Volunteer understands that the scope of Volunteer's relationship with SBH is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that SBH will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage covering any personal injury or illness that arises as a result of Volunteer's services to SBH.

1. **Waiver and Release:** I hereby release and forever discharge and hold harmless SBH 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 SBH. I understand and acknowledge that this Release discharges SBH from any liability or claim that I may have against SBH with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to SBH or occurring while I am providing volunteer services, and indemnify and hold harmless SBH from any and all liabilities or claims made by other individuals or entities as a result of my actions as a volunteer.
2. **Medical Treatment:** I hereby release and forever discharge SBH from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment, transportation or other medical services rendered in connection with an emergency during my tenure as a volunteer with SBH.
3. **Assumption of Risk:** I understand that the services I provide to SBH may include activities that may be hazardous or unforeseeable to me including, but not limited to risks inherent in certain SBH programs, and the actions of other participants or volunteers. As a volunteer, I hereby expressly assume risk of injury, harm or property damage from these activities and release SBH from all liability, regardless of the cause.
4. **Photographic Release:** I grant and convey to SBH all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by SBH in connection with my providing volunteer services to SBH, and consent to the use of my image, voice, name and story for purposes of promotion and fundraising, on SBH's website, in its publications, through social media or any other media. I agree that I have no right to approve or receive payment for such use, and to waive any legal claims related to such use.
5. **Compliance with Rules:** I agree that for my own safety and that of others, that I will comply with SBH's volunteer policies, safety rules and other directions, and will supervise any child or other person for whom I am responsible.
6. **Confidentiality:** As a volunteer, I may have access to confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as required in my volunteer activities.
7. **Background Checks:** I expressly authorize, without reservation, SBH, its representatives, employees or agents, to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities and educational institutions and to otherwise verify the accuracy of all information provided by me to SBH. I hereby waive any and all rights and claims I may have regarding such individuals for seeking, gathering and using such information and all other persons, corporations or organizations for furnishing such information about me.
8. **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 New York and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. 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 Release and Waiver of Liability willingly and voluntarily.

Name of Volunteer: \_\_\_\_\_

Signature of Volunteer (or Parent/Guardian if under 18): \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_