



# DRC

Community Solutions to End Homelessness

## VOLUNTEER WAIVER OF LIABILITY & AGREEMENT

Printed Name \_\_\_\_\_

The Volunteer named above desires to work as a volunteer for the DRC, formerly Day Resource Center, a 501 (c)(3) nonprofit Texas corporation, and engage in the activities related to being a volunteer.

Volunteer activities may include direct contact with DRC staff, clients, and other volunteers including community service placements referred through the criminal justice system; soliciting, transferring and storage of donated goods; preparation and distribution of clothing and/or personal hygiene goods to clients; storage, retrieval and handling of client possessions; grounds keeping and housekeeping duties.

**DRC volunteers MUST be age 16 or older.** A parent or legal guardian must be present at all times when youth under ages 16 and 17 serve as volunteers. Due to restrictions placed on the DRC by its insurers, youth under age 16 are not permitted in DRC facilities. **We apologize but can permit no exceptions.** Unsupervised youth or children may not volunteer or accompany parents doing volunteer service. We offer many opportunities for off-site service by youth under 16 and would be pleased to discuss these with parents, youth activity coordinators, and other interested adults.

All volunteers must complete the volunteer waiver of liability & volunteer agreement, every two years. A parent or legal guardian must sign volunteer waivers and agreements for volunteers ages 16-17.

### **As a volunteer, I freely, voluntarily, and without duress execute this Release under the following terms:**

**RELEASE AND WAIVER:** The Volunteer releases and forever discharges and holds harmless the DRC, the DRC board of directors or its officers, director, employees, or agents from any and all liability or claims that the Volunteer (or the Volunteer's heirs or assigns) may have against the DRC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's activities with the DRC.

The volunteer understands and acknowledges that the claims being released herein include, without limitation, claims, if any, based on or in anyway related to the negligence or gross negligence of the DRC or its officers, director, employees, or agents.

The Volunteer also understands that the DRC 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. The Volunteer releases and forever discharges the DRC from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in collection with the Volunteer's activities with the DRC.

**ASSUMPTION OF RISK:** The Volunteer understands that activities may carry risks associated with contact with individuals who may have physical or mental health diagnoses, criminal histories, and/or substance abuse histories. The Volunteer expressly and specifically assume the risk of injury or harm in these activities.

**INSURANCE:** Each volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

**CONFIDENTIALITY AGREEMENT:** Volunteer acknowledges that information gained in course of volunteer service with the DRC may be confidential by law. Volunteer therefore agrees to disclose no information regarding clients to anyone not expressly authorized to receive it, including other volunteers, DRC board members, non-authorized staff, and other clients of the DRC. Volunteer understands that violation of this policy will result in termination of volunteer service.

**PHOTOGRAPHIC RELEASE:** Volunteer grants and conveys to the DRC all right, title, and interest in any and all photographic images and video or audio recordings made by the DRC during the Volunteer's activities with the DRC, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**NO PHOTOGRAPHY POLICY:** Volunteers may not take photographs of or with DRC clients for any purpose on DRC facilities or property or otherwise in connection with their service as DRC volunteers. Before clients may be photographed, written consent must be obtained by DRC staff, and the proposed use of photos, video or any other media in which clients may be identifiable must be approved by center staff and clients affected prior to photography, taping or any use of clients' name or likeness. This policy is intended to protect our clients' privacy in all media.

**TEXAS LAW:** Volunteer expressly agrees that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that it shall be governed and interpreted in accordance with the laws of the State of Texas. Furthermore, Volunteer expressly agrees that if any one or more of the provisions contained in this Release and Waiver of Liability are held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release of Liability, which shall otherwise continue to

## Emergency Contact Information

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

Relationship: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Other Phone: \_\_\_\_\_

## I agree to these terms and conditions.

Signature of Volunteer: \_\_\_\_\_

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

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

**If under the age of 18, a parent or legal guardian must also sign.**

Signature of Parent or Legal Guardian: \_\_\_\_\_

Printed Name of Parent or Legal Guardian: \_\_\_\_\_

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