



## VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability executed on this date **(month/day/year)** \_\_\_\_\_  
by **(the "Volunteer")** \_\_\_\_\_ and **(the Guardian if Volunteer is  
a minor)** \_\_\_\_\_ in favor of Rainbow Place, a 501c3  
nonprofit corporation, it's directors, officers, employees and agents.

The named Volunteer (and Guardian) above, desires to work as a volunteer for Rainbow Place and engage in any of the following activities related to being a volunteer: heating, serving, preparing, handling food; lifting, cleaning, sorting, handling donations; general cleaning, painting. The Volunteer (and Guardian) understands that volunteer activities may not be limited to the above list and does occur within the Rockville Presbyterian Church Education Building located at 215 West Montgomery Avenue, Rockville, MD 20850. The Volunteer (and Guardian) hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver:** Volunteer (and Guardian) releases and forever discharges and holds harmless Rainbow Place 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 Rainbow Place. Volunteer (and Guardian) understands that this Release discharges Rainbow Place from any liability or claim that the Volunteer (or Guardian) may have against Rainbow Place with respect to any bodily injury, personal injury, emotional distress, illness, death or property damage or loss that may result from Volunteer's activities with Rainbow Place, whether caused by the negligence of Rainbow Place or its officers, directors, employees or agents, or caused otherwise. Volunteer (and Guardian) also understands that Rainbow Place 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 to the Volunteer.

Volunteer (and Guardian) grants to Rainbow Place, while the Volunteer is engaged in activities for Rainbow Place, the authority to consent to emergency medical and/or first aid treatment for the Volunteer. Volunteer (and Guardian) does hereby release and forever discharge Rainbow Place 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 Rainbow Place or with the decision by any representative or agent of Rainbow Place to exercise the power to consent to medical and/or first aid treatment for Volunteer, whether adult or minor.

**Assumption of Risk:** Volunteer (and Guardian) understands that the activities include work that has potential for personal injury, health risks, or emotional distress to the Volunteer, including, but not limited to, lifting, working with chemical cleaning agents, potential exposure to bloodborne pathogens. Volunteer (and Guardian) agrees to work with full knowledge of the dangers and potential injuries involved and hereby expressly and specifically assumes the risk of injury or harm and releases Rainbow Place from all liability for injury, emotional distress, illness, death, or property damage resulting from or arising out of the activities and/or Volunteer's negligence. Volunteer (and Guardian) also agrees to indemnify Rainbow Place for any injuries they may cause to another's person or property while engaged in said activities, including any and all damages that may be levied against

Rainbow Place for such injuries and the costs of defending against any claim or lawsuit for damages (which costs shall include, but not be limited to, reasonable attorneys' fees).

**Insurance:** Volunteer (and Guardian) understands that, except as otherwise agreed to by Rainbow Place in writing, Rainbow Place does not carry or maintain health, medical or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his/her own medical or health insurance coverage. The Volunteer expressly agrees that he/she is not an employee of Rainbow Place and acknowledges that he/she had been informed that Rainbow Place does not carry workers' compensation insurance to cover injuries that may occur to the Volunteer.

**Photographic Releases:** Volunteer (and Guardian) grants and conveys unto Rainbow Place all right, title and interest in and to any and all photographic images and video or audio recordings made by Rainbow Place during the Volunteer's activities with Rainbow Place, including but not limited to, any royalties, proceeds, the right of publication or other benefits derived from such photographs or recordings.

**Other:** Volunteer (and Guardian) expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Maryland and that this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland. Volunteer (and Guardian) agrees that if there is any dispute with Rainbow Place, it will be resolved by binding arbitration in the State of Maryland, based on the rules of the American Arbitration Association and Maryland law. Volunteer (and Guardian) 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 (and Guardian) agrees that they have been afforded the opportunity and encouraged to consult the attorney or legal counsel of their own choosing before signing this Release.

In witness whereof, Volunteer (and Guardian) has/have executed this Release as of the day and year first above written.

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

\_\_\_\_\_  
Signature of Legal Guardian/Parent (if Volunteer is a minor)

\_\_\_\_\_  
Age of Volunteer (if under 18 years old)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City/ State/ Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature of Staff Witness