



Volunteer Release and Waiver of Liability Form

This Release and Waiver of Liability (“Release”) executed on the _____ day in _____, of the year _____, by _____ (“Volunteer”) releases Earn to Learn, a corporation organized and existing under the laws of the State of Arizona and each of its directors, officers, employees, and agents. The Volunteer desires to provide volunteer services for Earn to Learn and engage in activities related to serving as a volunteer.

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

1. Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless Earn to Learn 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 Earn to Learn. I understand and acknowledge that this Release discharges Earn to Learn from any liability or claim that I may have against Earn to Learn with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to Earn to Learn or occurring while I am providing volunteer services.
2. Insurance: Further I understand that Earn to Learn does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of Earn to Learn beyond what may be offered freely by Earn to Learn in the event of injury or medical expenses incurred by me.
3. Medical Treatment: I hereby Release and forever discharge Earn to Learn from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Earn to Learn.
4. Assumption of Risk: I understand that the services I provide to Earn to Learn may include activities that may be hazardous to me. As a volunteer, I hereby expressly assume risk of injury or harm and Release Earn to Learn from all liability.
5. Photographic Release: I grant and convey to Earn to Learn all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by Earn to Learn in connection with my providing volunteer services to Earn to Learn.
6. 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 Arizona and that this Release shall be governed by and interpreted in accordance with the laws of the State of Arizona. 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.

Signature (Or parent/guardian if under 18)

Date



Confidentiality Agreement for Volunteers

As a volunteer of Earn to Learn, I understand that I may have access to confidential information, both verbal and written, relating to potential, active, and former clients, volunteers, staff, and the organization, including but not limited to, financial data and business records of Earn to Learn. I understand and agree that all such information is to be treated confidentially and discussed only within the boundaries of my volunteer position at this organization. Confidentiality therefore extends to when I am not engaged in direct volunteer activities or after vacating my volunteer position at this organization. “Confidential” for the purposes of this agreement means that volunteers are free to talk about Earn to Learn, the program on which they are working, and their roles on a defined project; but are NOT permitted to disclose potential or active client names or engage in any discussion that would have the potential of making known their (the client) identity. I further understand and agree that none of the types of information described above may be released without appropriate authorization by Earn to Learn except where such disclosure is consistent with stated policy and relevant legislation. Breach of this agreement shall constitute grounds for and may result in termination of my volunteer status with this organization.

Confidentiality is a basic component of client care and business ethics. The board of directors, staff and our clients in all stages rely on paid and volunteer staff to conform to this rule of confidentiality. It is the expectation of Earn to Learn that all staff and volunteers respect the privacy of clients in all stages and will maintain their personal and financial information as confidential. All records dealing with specific clients must be treated as confidential.

General information, policy statements or statistical material that is not identified with any individual or family is not classified as confidential. This policy is intended to protect you, the volunteer, as well as Earn to Learn because in extreme cases, violations of this policy also may result in personal liability. To this end, before you begin your assignment as a volunteer, you should be aware of the laws and penalties for breaching confidentiality. Although the agency is liable for your acts within the scope of your duty, giving information to an unauthorized person could result in the agency's refusal to support you in the event of legal action.

Rationale

Confidentiality is the preservation of privileged information. By necessity personal and private information is disclosed in a professional working relationship. Part of what you learn is necessary to provide services to the potential or active client; other information is shared within the development of a helping, trusting relationship. Therefore, most information gained about individual clients through an assignment is confidential in terms of the law, and disclosure could make you legally liable.

Certification

I have read Earn to Learn’s Statement of Confidentiality presented above. I agree to abide by the requirements and terms outlined above and to inform my supervisor immediately if I believe any violation (unintentional or otherwise) of the policy has occurred.

Volunteer Signature: _____ Date: _____

Volunteer Printed Name: _____