



1030 Calle Negocio San Clemente, CA 92673

Volunteer Release and Waiver of Liability & Confidentiality Agreement

This Release and Waiver of Liability & Confidentiality Agreement (the “Agreement”) executed on this (date) _____, by (“Participant”) _____ in favor of Family Assistance Ministries (FAM), a California non-profit corporation organized and existing under the laws of the State of California, USA, its directors, officers, employees, volunteers, and agents (collectively, “FAM”).

I, the Participant, desire to volunteer with FAM to provide services and engage in activities related to offering these services. I understand that the activities may include, but are not limited to, transportation in commercial and FAM-owned vehicles; moving and lifting heavy objects; sorting, stocking shelves and refrigerators, serving food, cleaning and performing office related work.

I hereby freely and voluntarily, without coercion, execute the Agreement under the following terms:

- 1. Waiver and Release.** I, the Participant, release and forever discharge and hold harmless FAM from any claim or liability that I, the Participant, may have against FAM with respect to any bodily injury, personal injury, illness, death or property damage that may result from my participation as a volunteer. I also understand that FAM does not assume any responsibility or obligation to provide financial or other assistance, including, but not limited to medical, health, or disability insurance, in the event of injury, illness, and death or property damage.
- 2. Insurance.** FAM does not carry or maintain, and expressly disclaims responsibility for providing any health, medical or disability insurance coverage for the Participant. EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO CARRY PERSONAL LIABILITY OR HEALTH INSURANCE PRIOR TO REGISTERING AS A FAM VOLUNTEER.
- 3. Medical Treatment.** Except as otherwise agreed to by FAM in writing, I hereby release and forever discharge FAM 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 any time with FAM.
- 4. Assumption of Risk.** I understand that my time with FAM may include activities that may be harmful to me, including, but not limited to loading and unloading of heavy things and materials, transportation to and from different locations. I recognize and understand that my time with FAM may, in some situations, involve inherently harmful activities. I hereby expressly and specifically



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assume the risk or harm in these activities and release FAM from all injury, illness, and death or property damage resulting from the activities of my time with FAM.

5. **Photographic Release.** I grant and convey unto FAM all right, title and interest in any and all photographic images and video or audio recordings made by FAM during my work for FAM, including, but limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.
6. **Other.** I understand that it is my desire to further the work of FAM by performing services as a Volunteer. I undertake to perform said services as a Volunteer without compensation and that, in performing said services, I acknowledge that I am not acting as an employee of FAM.
7. **Receiving FAM mail** I understand and approve that I may receive mail and email from FAM

Additionally, I agree to the following:

1. 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. This information includes, but is not limited to information about clients, staff, volunteers, donors, contributors and other individuals' information that you may have learned through your work at FAM.
2. I agree not to 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 FAM.
3. I recognize that unauthorized release of confidential information may make me subject to a civil action under provisions of the California Welfare and Institutions Code.
4. I understand the expectations to client rights of confidentiality as mandated by law in the following instances:
 - a) If the client threatens grave bodily harm or death to another person or to him/herself;
 - b) If a court of law issues a legitimate subpoena;
 - c) If child abuse, sexual abuse, or neglect is suspected with a minor;

To express my understanding of this Agreement, I sign here.

Participant Name (print) _____ Signature _____ Date _____