VOLUNTEER WAIVER FOR BEVERLY’S BIRTHDAYS

The Volunteer desires to provide volunteer services for the Organization and engage in activities related to serving as a volunteer.  In consideration of the Organization allowing Volunteer to participate in the Organization’s activities, the sufficiency of which Volunteer hereby acknowledges, Volunteer hereby agrees to the following;

Volunteer understands that the scope of Volunteer’s relationship with the Organization is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer. Volunteer further understands that Organization will not provide any benefits traditionally associated with employment to Volunteer, including but not limited to health insurance, pension benefits, cost reimbursements or any other form of compensation, and that Volunteer is at all times responsible for his/her own insurance coverage in the event of personal injury or illness suffered in connection with Volunteer’s service to Organization.

I, the Volunteer release and forever discharge and hold harmless Organization, and its agents, servants, officers, directors, officials, board members, attorneys, employees (whether past or present), and successors and assigns, individually and in their official capacity from any and all claims, liabilities, losses, allegations, injuries, covenants, rights, causes of action, demands and damages of any kind, known or unknown, under any statute, regulation or law, arising out of, relating to, concerning, or in any way connected with Volunteer’s participation in Organization’s activities. It is also understood that Organization 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, illness, death or property damage.

I, the Volunteer, hereby release and forever discharge Organization from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services or treatment rendered in connection with an emergency during or in connection with my volunteer experience with Organization.

I, the Volunteer understand that my volunteer experience with Organization may include activities that may be hazardous to me including but not limited to, lifting and carrying heavy items, lifting and carrying children, and engaging in physical activity. I acknowledge these risks and certify that I am physically fit to engage in such activities and I hereby expressly assume the risk of injury or harm connected with these activities and release Organization from all liability for injury, illness, death or property damage resulting from such activities.

I, the Volunteer, understand that in connection with my participation in Organization my image and likeness may be photographed, recorded, or otherwise reprinted. I grant and convey unto Organization all rights, titles, and interests in any and all photographic images and video or audio recordings made by Organization during my participation with Organization and authorize Organization to publish, recreate, print, use my image and likeness for marketing, promotional, informational, and social media communications.

I understand that as a volunteer, I may have access to confidential participant information or confidential information about the family of the participant. I understand that any information that I learn about a participant is confidential and that information about a participant cannot be disclosed to anyone. I understand the law provides for the possible civil and criminal penalties for disclosure of confidential participant information. This includes information I receive whether obtained either verbally or written by:

* Direct contact with participants and families
* Any information from the Beverly’s Birthday team or agency partners
* Participant or family records

Any of this information is to be held in strict confidence in order to protect the rights of all participants and families.

**I agree that I will not:**

* Reveal to anyone the name or identity of a participant.
* Repeat to anyone any statements or communications made by or about the participant.
* Reveal to anyone any information that I learn about the participant as a result of discussions with others providing support to the participant.
* Write or publish any articles, papers, stories or other written materials which will contain the names of any participant or information from which the names or identities of any participant can be discerned.

As the Volunteer I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Pennsylvania, in the United States of America. I agree 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.