LIABILITY RELEASE & CONFIDENTIAL INFORMATION AGREEMENT

In consideration of the opportunity to participate as a volunteer at The Action Center, I agree to the following:

1. **Confidential Information.** I understand that as I perform my duties at The Action Center, I may have access to sensitive or confidential information, including information about clients, staff, volunteers, donors and financial and business operations. Confidential information can be in any form, e.g. written, electronic, oral, overheard, or observed. At all times during and after my participation, I will not disclose or use any such confidential information except as required by my duties as a volunteer. If I observe access to or sharing of confidential information that is or appears to be unauthorized, I will take steps that this use or disclosure does not continue.

2. **Assumption of Risk.** I understand that volunteering at The Action Center involves certain risks and that I may be exposed to personal injury or death, or damage to my property or equipment. I understand that my own safety is my personal responsibility, and that I have free at any time to refuse, to do anything with The Action Center that I believe poses a hazard to me or anyone else, or to my property or anyone else's. With knowledge of risks, I agree to accept and assume any and all risks of personal injury or death, or damage to my property.

3. **Release of Liability.** I agree that I, my successors, assignees, heirs, insurer, agents, guardians and legal representatives waive and release any rights, actions, or causes of action against The Action Center, its officers, directors, employees, volunteers or people served by The Action Center (the “Released Parties”) for injury, death, loss of use, damages arising or resulting from the acts or omissions of any person, entity or my volunteer activities. This includes, without limitation, negligence of any of the Released Parties, whether active or passive, sole or comparative, or other negligence, however caused, arising from or relating to The Action Center or my participation in any way.

4. **Medical Release.** I release and forever discharge the Released Parties from any claim whatsoever arising or that may arise because of any first aid or medical service including the lack of or timing of such rendered in connection with my participation as a volunteer.

5. **Photographic Release.** I grant and convey to The Action Center all rights, title, and interest in any and all photographic images and video or audio recordings made by The Action Center while volunteering.

6. **Other:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado. Volunteer 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.

I understand that agreeing to this waiver and release and other terms of this agreement are a requirement for me to volunteer at The Action Center.

I read, understood, and accepted this Agreement.

______________________________________________  __________________________________________
NAME (printed)  DATE

______________________________________________
SIGNATURE

If the volunteer is under 18, a guardian must agree to this waiver and sign this release.

______________________________________________  __________________________________________
GUARDIAN NAME (printed)  GUARDIAN SIGNATURE

☐ One Time Volunteer  ☐ Ongoing Volunteer – keep on file

Last Revised 2.26.2020