

## **JEWISH FAMILY SERVICES OF GREATER KANSAS CITY**

### **Instructions for Volunteer Release and Waiver of Liability**

You are being provided with this packet because you (or your minor child / children) wish to volunteer for program(s) offered by Jewish Family Services of Greater Kansas City (“JFS”). Every JFS volunteer is required to sign *Volunteer Release and Waiver of Liability* prior to volunteering with JFS.

#### ***Volunteer Release and Waiver of Liability***

*Volunteer Release and Waiver of Liability* is a release and waiver of liability on the part of JFS. **Please read *Volunteer Release and Waiver of Liability* in its entirety before signing the form.** By signing *Volunteer Release and Waiver of Liability*, you will be acknowledging that you understand and agreeing, among other things, that:

- There are certain risks inherent in volunteer work with JFS, as with any activity. You will be assuming the risk of any injury or harm to you or your property by signing *Volunteer Release and Waiver of Liability*. By assuming such risks, you also will be releasing JFS and the other program participants from any claims or demands which might arise from your participation in the program(s) (except where such claim or demand arises from the negligence or willful misconduct of JFS or other program participants).
- You are generally releasing JFS and the other program participants from any other claim you have or may have in the future (except where such claim arises from the negligence or willful misconduct of JFS or other program participants). This includes, but is not limited to, any claims which might arise from any first aid or medical treatment provided to you in connection with your participation in the program(s).
- You will be required to compensate and otherwise defend JFS in court or otherwise (i.e., “indemnify and defend”) for any all losses, claims, liabilities or expenses arising out of your participation in the program(s) (except where they arise from the negligence or willful misconduct of JFS or other program participants)
- You are physically and mentally competent to participate in the program(s).
- You give JFS and JFS partners the right to use and profit from any photographic images, television spots, video or audio recordings, and/or stories, or any part thereof, JFS takes or makes of you while you are a volunteer.

If more than one family member will be volunteering, a single *Volunteer Release and Waiver of Liability* may be prepared for the family, with each volunteer signing on the last page of the form. If any volunteer is under the age of 18, a parent or guardian must sign in the space next to the volunteer’s signature as well.

#### **Questions**

Again, it is a requirement that you read and understand *Volunteer Release and Waiver of Liability* before signing the forms. If you have any questions regarding completing *Volunteer Release and Waiver of Liability*, please contact Taly Friedman, Director of Volunteer Engagement at (913) 730-1445 or [tfriedman@jfskc.org](mailto:tfriedman@jfskc.org)

# JEWISH FAMILY SERVICES OF GREATER KANSAS CITY

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PLEASE READ CAREFULLY.  
THIS IS A LEGAL DOCUMENT WHICH  
AFFECTS YOUR LEGAL RIGHTS.

## VOLUNTEER RELEASE AND WAIVER OF LIABILITY

I, the undersigned (collectively with my successors and assigns, heirs, legal representatives and executors, the “Volunteer”), do hereby execute this VOLUNTEER RELEASE AND WAIVER OF LIABILITY (this “Release and Waiver”) in favor of Jewish Family Services of Greater Kansas City, its successors and assigns, directors, officers, employees and staff (collectively referred to herein as “JFS”) for participation in JFS Volunteer Programs (the “Program”).

Volunteer desires to participate in the Program and other activities of JFS. In consideration for allowing Volunteer to participate in the Program and other JFS activities, Volunteer does hereby freely execute this Release and Waiver under the following conditions:

**Assumption of Risk.** Volunteer understands that his or her participation in the Program may include activities which may be hazardous to Volunteer or to Volunteer’s property. Volunteer further acknowledges that there are inherent risks in participating in the Program activities, including, but not limited to, physical injury, property damage and death.

Volunteer hereby expressly assumes the risk of injury or harm in these activities and releases JFS and any other participant in the JFS’s Programs (“Program Participants”) from any and all liability for any claim or demand arising out of, related to, or resulting from Volunteer’s participation in the Program, except to the extent that such claim or demand arises out of the negligence or willful misconduct of JFS or any Program Participant.

**Release and Waiver.** Volunteer hereby releases, waives and discharges any and all liability, claims, demands or rights of action, in law or equity, known or unknown, of whatever kind or nature against Program Participants and JFS arising out of, related to, or resulting from Volunteer’s participation in the Program, except to the extent that such liability, claim, demand or right of action arises out of the negligence or willful misconduct of JFS or any Program Participant.

**Indemnify and Hold Harmless.** Volunteer hereby agrees to indemnify, defend and hold harmless JFS from any and all losses, claims, liabilities or expenses of whatever kind, arising out of, related to, or resulting from Volunteer’s participation in the Program, except to the extent that such losses, claims, liabilities or expenses arise out of the negligence or willful misconduct of JFS.

**Legal Status of Parties.** Volunteer is not an employee or agent of JFS or the Program and Volunteer understands that he/she has no authority to act on behalf of or bind JFS. Volunteer also understands that JFS does not assume any responsibility for providing any assistance to Volunteer, including, but not limited to, medical, health, disability, automobile, or workman’s compensation insurance.

**Medical Treatment.** Volunteer releases JFS and Program Participants from any claim whatsoever which arises or may hereafter arise as a result of any first aid, treatment, or service rendered in connection with Volunteer’s participation in the Program, except to the extent such claim arises from the negligence or willful misconduct of JFS or Program Participants.

**Volunteer Certifications.** Volunteer certifies that he or she is physically and mentally competent to carry out the Program activities.

**Photographic Release.** Volunteer does hereby grant onto JFS and the Program all right, title, and interest in any and all photographic images, television spots, video or audio recordings, and/or stories, or any part hereof, JFS has taken or made of Volunteer in which the volunteer may be included in whole or in part during the Volunteer's activities with JFS, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings and consents to the unrestricted use by JFS of said images and recordings.

**Complete Agreement.** This Release and Waiver and, if applicable, any addendum executed concurrently with it, set forth the entire agreement between the parties with respect to the subject matter contained herein and it expressly supersedes all previous written and oral communications between the parties. If any provision of this Release and Waiver is found to be unenforceable, the remaining terms shall remain enforceable. With the exception of oral directives by Volunteer to JFS for the purpose of checking additional program boxes or adding additional programs to the signature pages, no amendment, alteration, or modification of this Release and Waiver shall be valid unless executed in writing by both parties to this Release and Waiver.

**Binding Effect.** This Release and Waiver shall remain in full effect and force and bind the successors and assigns, heirs, legal representatives and executors of the Volunteer.

**Other.** Volunteer hereby expressly agrees that this Release and Waiver is permitted and governed exclusively by the laws of the State of Kansas, irrespective of choice of law principles. In the event any clause or provision of this Release and Waiver is ruled invalid, the invalidity of such clause or provision shall not affect the remaining provisions of this Release and Waiver which shall continue to be enforceable. This Release and Waiver may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. The electronic or facsimile transmission of an originally executed Release and Waiver signature page shall constitute an originally executed Release and Waiver.

**Program Selection.** Volunteer plans on participating in the follow programs:

- |   |   |
|---|---|
| <input type="checkbox"/> Help@Home Program                | <input type="checkbox"/> Holiday Projects |
| <input type="checkbox"/> Friendly Visitor Program         | <input type="checkbox"/> Project Chai     |
| <input type="checkbox"/> JET Express Program              | <input type="checkbox"/> Spiritual Care   |
| <input type="checkbox"/> Food Pantry                      | <input type="checkbox"/> Other: _____     |
| <input checked="" type="checkbox"/> Extreme Yard Rakeover |   |

*Remainder of Page Left Intentionally Blank. Signature Page(s) Follow.*

**IN WITNESS WHEREOF, I, the undersigned, have carefully read this Release and Waiver of Liability and fully understand its contents. I am aware that this is a release and waiver of liability in favor of JFS and the Program Participants. I am aware that in the event I suffer loss or injury the terms of this Release and Waiver shall apply. Further, I am aware that I have given up substantial rights by voluntarily signing this Release and Waiver.**

**Volunteer:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Parent or Guardian if Volunteer is under the age of 18:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_