

VOLUNTEER/COVID AGREEMENT AND RELEASE

This Volunteer/COVID Statement Agreement and Release (this “Agreement”) is made and entered into by and between Central Union Mission (the “Mission”) and all of its properties, both owned and occupied, and the volunteer identified on the signature lines below (“Volunteer”).

1. VOLUNTARY PARTICIPATION

Volunteer acknowledges that Volunteer is volunteering to assist the Mission in the volunteer activities described below. Volunteer understands that as a volunteer, Volunteer will not be paid for any services provided by Volunteer to the Mission, that Volunteer will not be covered by any medical or other insurance coverage provided by the Mission, and that Volunteer will not be eligible for any Worker’s Compensation benefits in connection with Volunteer’s services. By signing the Volunteer Agreement and Release, volunteer agrees to abide by the **Volunteer Requirements**.

2. RELEASE

In consideration of the opportunity afforded Volunteer to assist the Mission, Volunteer hereby agrees that Volunteer or its assignees, heirs, guardians, and legal representatives, will not make a claim against the Mission, or any of its affiliated organizations, or either of their officers, directors or employees, for injury or death to Volunteer or damage to Volunteer’s property, however caused, arising from Volunteer’s volunteer participation.

3. AGE LIMITATIONS

Volunteer understands that according to organization policy, no children under the age of 12 years old are permitted to be present in the Mission. Furthermore, any child/children (of the age of 17 years or younger) coming to the Mission must be accompanied by his or her parent or his or her parent’s designated chaperone. The parent, or said designated chaperone, must supervise respective child/children at all times, and remains responsible for activities of said child/children.

4. VIDEO AND PHOTO WAIVER

Volunteer hereby grants the Mission and its legal representatives and assigns permission to copyright, sell, publish, and/or use in any form or forum, at any time, and without compensation, video images, words and descriptions, and photographs of or in which Volunteer is included, in whole or in part, for advertising, trade, or any other lawful purpose whatsoever associated with the Mission. In addition, Volunteer hereby grants the right to include

Volunteer's name and association with the Mission, for the purpose of publishing Volunteer's video images, words and descriptions and photographs. Volunteer gives consent to be filmed, written or photographed, and Volunteer hereby waives any right to inspect or approve the finished product, products of advertising or printed matter that may be used in connection with any such picture and information or the use to which the video, words and descriptions and information may be applied. Volunteer hereby releases, discharges, and agrees to hold harmless the Mission from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form as well as any publication of a photograph of Volunteer.

5. CONFIDENTIALITY OBLIGATIONS

As part of the volunteer activities, Volunteer understands that Volunteer may be provided with certain confidential information of the Mission. The confidential information to be disclosed by the Mission (defined as "Confidential Information") may be in written or oral form and may include, without limitation, information relating to the Mission's proprietary ideas, copyrights and/or trade secrets, existing and/or contemplated products and services, financial data, client information, marketing, and current or future business plans. Such information shall be treated as Confidential Information regardless of whether such information is marked "confidential." Volunteer agrees to use the Confidential Information only for the purpose of carrying out volunteer responsibilities assigned by the Mission.

Without the Mission's prior written consent, Volunteer agrees not to disclose Confidential Information to any third party, and, if Volunteer is an organization, Volunteer agrees not to disclose Confidential Information within its own organization to its directors, officers, partners, members and/or employees. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Volunteer any rights, license or authority in or to the Confidential Information, except the limited right to use Confidential Information as specified herein. No license or conveyance of any intellectual property rights is granted or implied by this Agreement. If Volunteer breaches (or threaten to breach) these confidentiality provisions, then Volunteer and the Mission agree that the Mission shall have no adequate remedy at law for money damages and accordingly shall be entitled to specific performance of this Agreement in addition to any other remedy to which the Mission may be entitled, at law or in equity.

6. GOVERNING LAW

This Agreement shall be governed by the respective laws of the District of Columbia, Maryland or Virginia, depending on the location of the event, and any dispute under this Agreement shall be settled in a state or federal court of competent jurisdiction in the District of Columbia, Maryland or Virginia. The Volunteer warrants that Volunteer is 18 years or older and that Volunteer has every right to contract in Volunteer's own name in the above regard. .

COVID-19 SAFETY

Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, The Mission has put in place preventative measures to reduce the spread of COVID-19. However, The Mission cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19. Considering the spread of COVID-19, individuals who fall within any of the categories below should not engage in Mission events and/or other face to face fundraising activities. By attending a Mission event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with the Mission, and I willingly engage in Mission events and/or other fundraising and volunteer activities (the "Activity").

RELEASE AND WAIVER.

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE CENTRAL UNION MISSION AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH,

BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

As a participant, volunteer, or attendee, you recognize that your participation, involvement and/or attendance at any Central Union Mission volunteer or fundraising event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, you acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) the Central Union Mission. (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

(Signature)_____

(Print
Name)_____

(Date)_____

For minor-age (ages 12-17 years-old) volunteers.

(Parent/Guardian
Signature)_____

(Print
Name)_____

(Date)_____

Parent or legal guardian of volunteers ages 12-17, please list names and ages and gender below. You hereby agree to be legally responsible for their safety and behavior and to supervise them at all times while at Central Union Mission in accordance with our Volunteer Requirements.

<u>NAME</u>	<u>AGE</u>	<u>GENDER</u>
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