



Homeless Gear

*Offering Hope
and a Hand Up*

***This is a legally binding document. It waives and releases certain legal rights.
Please read it carefully before signing it.***

1. I wish to volunteer for Homeless Gear. If I am volunteering for the Hand Up and/or Night Street Outreach programs, I certify that I am at least 18 years of age.
2. I understand and agree that my participation as a volunteer does not entitle me to any salary, employment type benefits, including but not limited to employment insurance programs, workers' compensation benefits in any form, motor vehicle insurance coverage, vehicle mileage reimbursement, vacations or personal leave or sick time.
3. If I am driving a vehicle to or from or during any activity as a volunteer of Homeless Gear I represent that I have a valid driver's license as well as motor vehicle insurance in compliance with Colorado Law. I understand I am not covered under any insurance other than my own. I understand that I am solely responsible for any traffic or parking tickets that I may receive, that I am solely responsible for any damages from any motor vehicle accident and indemnify all released parties from any claim arising out of my actions.
4. I understand and acknowledge that my participation as a volunteer for Homeless Gear exposes me to risk of personal injury, including serious personal injury or death, and loss or damage to personal property. I accept all the risks of participating in or observing such activities, even if they are created by the carelessness or negligence of a Released Party or anyone else. The "Risks" to which I may be exposed include, but are not limited to transportation of individuals, accidental injury from motorized vehicles used in the activity, altercations with or assault by intoxicated and/or mentally ill individuals and exposure to harsh weather conditions, injury sustained from walking in dark and remote areas, injury from serving hot foods, transmittal of viruses, bacteria or pests (like lice, bed bugs) from clients or donated clothing, and emotional distress from seeing clients in poor conditions. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE that may result from my participation as a Homeless Gear volunteer.
5. In exchange for the opportunity to participate as a Homeless Gear volunteer, I hereby RELEASE AND DISCHARGE Homeless Gear and its officers, directors, employees, agents, independent contractors, volunteers and affiliates ("Released Parties") from any and all liability, known or unknown, past, present, or future, that may arise from any participation as a Homeless Gear volunteer for personal injury, death property damage, or losses CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY of the Released Parties, and I hereby WAIVE such claims.
6. To the extent that I have released the Released Parties in the preceding paragraph, I also agree NOT TO SUE OR MAKE A CLAIM AGAINST THE RELEASED PARTIES, or any of them, now or at any time in the future, or allow anyone to do so on my behalf, for personal injury, death, or property damage sustained as a result of my participation as a Homeless Gear volunteer. I will indemnify and hold harmless the Released from all claims, judgments and costs, including attorneys' fees, incurred in connection with any such claim.
7. I agree to familiarize myself with Homeless Gear's policies and procedures and to comply with both the letter and the spirit of these policies and procedures.
8. I fully understand the Homeless Gear expects high standards of moral and ethical treatment of any persons placed under its care.
9. In the event that I am exposed to client information, including but not limited to name, age and mental health status, I understand and agree that such information is strictly confidential. I agree NOT TO USE OR DISCLOSE ANY CLIENT INFORMATION to which I am exposed.
10. I agree to refrain from taking pictures of any contact without client's consent and that no photograph, regardless of consent, will capture the faces of clients without the client's written consent and the written approval of Homeless Gear's executive director.
11. I fully understand and agree that Homeless Gear, at its sole discretion, may terminate my participation as a volunteer at any time and for any reason.

12. No warranties or representations have been made to me about the activities that are not stated on this form. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity as permitted by the laws of the State of Colorado. If any portion of it is held to be invalid, I agree that the rest of it shall continue in full force and effect.
13. I hereby consent that Homeless Gear to copyright, publish, use, sell or assign any and all photographic portraits or pictures, television spots, movie films, videotapes, and/or sound records or any part thereof, that they may take or make of me during my work as a volunteer in which I may be included in whole or in part, whether separate from or in conjunction with, illustrative or written manner, story or news item, motion pictures, television or radio spots, or for publicity, advertising or any other lawful purpose whatsoever, in conjunction with my name or in anonymity. I hereby waive any right I may have to inspect and/or approve the finished product or the advertising copy that may be used in connection therewith or the use to which it may be applied. I hereby waive all claims for compensation of such use or for damages.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE FOREGOING VOLUNTEER RELEASE.

_____/____/_____
 Signature of VOLUNTEER Date

_____/____/_____
 Witness Signature Date

Driver License Number (to verify age if volunteering for Hand Up or Night Street Outreach programs)

PLEASE PRINT CLEARLY!

Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone: _____ **Email:** _____

By providing your email address, you give consent to be added to our mailing list.

IF VOLUNTEER IN UNDER 18 YEARS OF AGE

As parent/guardian of (Please Print Child's Name) _____

I hereby agree to all terms and provisions stated on the above portion of this form, and understand my child may be transported to another site for the volunteer project

Parent/Guardian Name (Please Print): _____

Parent/Guardian Signature: _____