# VOLUNTEER WAIVER

All volunteers should sign a waiver. You may ask volunteers to bring a signed-copy of the Waiver to training. Alternatively, you can ask volunteers to sign the waiver and oath of confidentiality on the day/night of the count (at check-in). You should keep a record of volunteer activity in a database to ensure that volunteers have completed all required forms. This includes registration, the waiver, the oath of confidentiality and a record of training. In large communities, volunteer management software may be the most practical way to send and receive volunteer forms. The following waiver is only a sample; you should amend the enclosed language to accurately reflect your local rules, regulations and internal policies on volunteer liabilities.

# SAMPLE VOLUNTEER WAIVER

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| **POINT-IN-TIME COUNT - [COMMUNITY NAME]**    **ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**  **BY SIGNING THIS DOCUMENT YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE** | |
| **PLEASE READ CAREFULLY** | **INITIAL HERE:** |

**TO: [NAMES OF LEAD ORGANIZATIONS]** andany individual, corporation, association, institution, or organization that is associated with the **[NAME OF COUNT]** as an organizer, promoter, sponsor or advertiser and the respective agents, officials, officers and employees of all of the aforesaid; (hereafter all collectively referred to as the “Event Partners”)

ASSUMPTION OF RISKS

By signing below, I warrant that I am fit to safely participate in any and all activities I am involved in during the course of **[NAME OF COUNT]** (hereafter referred to as the “Event”). I am aware that my participation and involvement in the Event may expose me to some unexpected and high level risks, dangers or hazards, including risk of personal injury, property damage and loss resulting therefrom. Such risks, dangers and hazards, given the nature of the Event, may be outside of the scope of an expected or reasonable level of risk that a volunteer may be subject to in the course of participating in an event. By signing below, I freely and fully agree to assume any and all of these risks, dangers and hazards, even if caused by the negligence of the Event Partners, including the failure of the Event Partners to protect and safeguard me from the risks, dangers and hazards and the possibility of any personal injury, death, property damage and loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

In consideration of the Event Partners permitting me to participate in the Event, by signing below I hereby release, waive and forever discharge the Event Partners of and from any and all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of injury, death, loss or damage to my person or property that I may suffer, or that any other person, entity or representative may suffer resulting therefrom, however caused, arising directly or indirectly by reason of my participation in the Event, whether prior to, during or subsequent to the Event, and notwithstanding that same may have been contributed to or caused by the negligence of any of the Event Partners.

I agree to hold and save harmless and to indemnify the Event Partners from and against any and all liability incurred by any or all of them arising as a result of, or in any way connected with, my participation in the Event.

This assumption of risks, release, waiver and indemnity shall be governed by and interpreted solely in accordance with the laws of the [**PROVINCE/TERRITORY of X**] and any litigation in respect thereof shall be brought solely within the exclusive jurisdiction of the Courts of the [**PROVINCE/TERRITORY of X**].

FURTHER VOLUNTEER ACKNOWLEDGMENTS

* I acknowledge that as a volunteer, I am not covered under any Workers’ Compensation Plan.
* I agree to carry out my assigned volunteer tasks in a reasonable and safe manner.
* The personal information on this form will only be collected and shared under the authority of the Freedom of Information and Protection of Privacy Act (FOIP). The purpose of collecting this information includes: determining eligibility for volunteer opportunities, programs, services, and recognition, to facilitate the Event registration process, to administer and evaluate volunteers and programs, statistical purposes and to activate the Volunteer Accident Insurance coverage. This information may be shared with other volunteers and personnel of the Event Partners only insofar as it is necessary to plan and implement the **[NAME OF COUNT]**. If you have any questions regarding the collection of information, please contact **[CONTACT PERSON, TITLE, ORGANIZATION, CONTACT INFORMATION]**.

**INITIAL HERE:**

By signing below, I acknowledge having read, understood and agreed to the above assumption of risks, release, waiver, indemnity and acknowledgements. I further agree that everything I have agreed to contained herein shall bind my estate and personal representatives.

Date dd/mm/yyyy Name of Volunteer (please print)

Signature of Volunteer

Name of Guardian (if less than 18) Signature of Legal Guardian

Name of Witness (please print) Witness (signature)