



VOLUNTEER ACKNOWLEDGEMENT, RELEASE, AND WAIVER

Recitals

- A. Mile High United Way ("MHUW") fights for the education, health and financial stability of all individuals in Metro Denver. MHUW provides opportunities for volunteers to engage in our community in service to our mission.
- B. The Volunteer ("Volunteer") desires to participate in one or more volunteer activities (together with any related activities, the "Volunteer Activities") being organized by MHUW.
- C. MHUW desires to allow Volunteer to participate in such Volunteer Activities under the terms and conditions set forth in this Volunteer Acknowledgement, Release, and Waiver (the "Release").

Acknowledgement, Release, and Waiver

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

- 1. **Supervision and Training.** Volunteer agrees that, while participating in the Volunteer Activities, Volunteer will be subject to the supervision and will follow the instructions of MHUW, its employees, officers, and agents (the "MHUW Parties"). Volunteer agrees to receive any and all training required by the MHUW Parties prior to participating in the Volunteer Activities.
- 2. **Participation Is in MHUW's Sole Discretion.** Volunteer acknowledges that Volunteer's participation in the Volunteer Activities is a privilege, not a right, and that MHUW Parties may, in their sole discretion, decline to allow Volunteer to participate in any of the Volunteer Activities for any reason.
- 3. **No Employment or Compensation.** Volunteer acknowledges that volunteer is not an employee of MHUW. Volunteer agrees that this Release does not constitute an employment contract and does not entitle Volunteer to later employment with MHUW. Volunteer acknowledges that his/her services rendered in connection with the Volunteer Activities are being donated and that Volunteer is not and will not be entitled to, and Volunteer does not expect, any present or future salary, wages, reimbursement, compensation, or employee benefits as a result of providing such services.
- 4. **Confidentiality.** Volunteer acknowledges that in the course of participating in the Volunteer Activities, he/she may obtain information regarding MHUW, including financial information, personal information and/or health information about MHUW clients or other community members (the "Confidential Information"). Volunteer agrees to treat the Confidential Information as confidential and not to disclose the Confidential Information to any third party except as authorized or required by law.
- 5. **Grant of Right to Use Image, Audio, and Video.** Volunteer acknowledges that the MHUW Parties may cause still photographs, audio recordings, and/or audio-video recordings (collectively, the "Recordings") to be made of Volunteer's participation in the Volunteer Activities. Volunteer grants to the MHUW Parties and their assigns, licensees, and successors the right to use the Recordings, including without limitation any Recordings containing Volunteer's voice, image, picture, portrait or likeness, throughout the world and in perpetuity. The grant contained in the immediately preceding sentence applies to all forms and media, including composite or modified representations, and Volunteer waives the right to inspect or approve any version of Volunteer's voice, image, picture, portrait or likeness prior to publication.

6. **Volunteer's Representations and Warranties regarding Criminal Conduct.** Volunteer represents and warrants that he/she has never been convicted of or pled nolo contendere to, and is not currently under investigation for, a crime of violence, including, but not limited to assault, child abuse or neglect, child abduction, or kidnapping, nor has Volunteer been ordered by a court to receive mental health treatment in connection with any of the foregoing.
7. **Assumption of Risk.** VOLUNTEER IS AWARE AND UNDERSTANDS THAT THE VOLUNTEER ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. VOLUNTEER ACKNOWLEDGES THAT ANY INJURIES THAT VOLUNTEER SUSTAINS MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE MHUW PARTIES, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE MHUW PARTIES. **NOTWITHSTANDING THE RISK, VOLUNTEER ACKNOWLEDGES THAT VOLUNTEER IS KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE VOLUNTEER ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM VOLUNTEER'S PARTICIPATION IN THE VOLUNTEER ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE MHUW PARTIES OR OTHERWISE.**
8. **Release of MHUW.** Volunteer, on behalf of himself/herself and anyone who obtains any rights from Volunteer, hereby forever releases and discharges the MHUW Parties and their respective parents, subsidiaries, affiliates, directors, officers, employees, agents, partners, administrators, volunteers, insurers, or successors, or the assigns of any of the foregoing (each a "Releasee"), from, and agrees not to sue any of the Releasees for, any kind of liability, claims, demands, losses, damages, costs, or expenses (including, without limitation, attorney's fees and costs), arising out of or in any way related to Volunteer's participation in the Volunteer Activities, whether arising out of the ordinary negligence of the Releasees or otherwise.
9. **Indemnification.** Volunteer shall defend, indemnify, and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising out of or resulting from any claim of a third party related to Volunteer's participation in the Volunteer Activities, including any claim related to Volunteer's own negligence or the ordinary negligence of the Releasees.
10. **Consent for Medical Treatment.** Volunteer hereby consents to receive medical treatment deemed necessary if Volunteer is injured or requires medical attention during Volunteer's participation in the Volunteer Activities. Volunteer understands and agrees that Volunteer is solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. Volunteer hereby releases, forever discharges, and holds harmless the MHUW Parties from any claim related to such treatment or other medical services.
11. **Governing Law.** This Release shall be governed by and construed in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any dispute concerning this Release shall be in the federal or state courts located in the City and County of Denver, Colorado.
12. **Miscellaneous.** If any provision of this Release is held invalid, illegal, or unenforceable, such holding shall not affect any other provisions hereof. MHUW may assign its rights under this Release. No other assignment is permitted.
13. **Signatures.** Volunteer agrees further that if Volunteer is under the age of 18, Volunteer's parent or legal guardian will also sign this Release. Such parent or legal guardian represents and warrants by his/her signature below that he/she is the parent or legal guardian of the minor child signing this Release and has the legal authority to (and hereby does) enter into this Agreement on behalf of such minor child.

IN WITNESS WHEREOF, Volunteer, and, if Volunteer is under the age of 18, Volunteer's parent or legal guardian, have executed this Release to be effective as of the date of signature below. **By signing this Release, Volunteer and Volunteer's parent or legal guardian, if applicable, acknowledge that he/she/they have read, understand, and voluntarily agree to its terms.**

Volunteer Name: (please print) _____

Volunteer's Signature: _____ Date: _____

Parent/Legal Guardian Name: (please print) _____

Parent/Legal Guardian Signature: _____ Date: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____ Email: _____

Emergency contact and telephone: _____

NOTE: If Volunteer is under the age of 18, this Release should also be signed by Volunteer's parent or legal guardian.