



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 all incidental or other activities related thereto, 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 Acknowledgment, Release, and Waiver (this “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. Volunteer agrees to receive any and all training required by MHUW 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, its employees, officers, or agents, may, in their sole discretion, decline to allow Volunteer to participate or cease Volunteer’s participation in any of the Volunteer Activities for any reason at any time.
3. **No Employment or Compensation.** Volunteer acknowledges and 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 he/she may obtain personal information, including health information, about MHUW clients or other community members in the course of participating in the Volunteer Activities. Volunteer agrees to treat such information as confidential and will not disclose such personal information.
5. **Non-Disclosure of Business Information.** Volunteer acknowledges that he/she may have access to confidential business or financial information regarding MHUW clients in the course of participating in the Volunteer Activities. Volunteer agrees not to disclose such information without the approval of MHUW and the client.
6. **Grant of Right to Use Image, Audio, and Video.** Volunteer acknowledges that one or more of MHUW, its employees, officers, and agents, 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 MHUW and MHUW’s 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, but only for

purposes of promoting MHUW's nonprofit and/or charitable activities. 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. **Release of MHUW.** Volunteer acknowledges that the Volunteer Activities include a diverse range of activities that could result in harm or injury to Volunteer, whether physical or mental, loss or damage to Volunteer's personal property, or Volunteer's death. Volunteer, on behalf of himself/herself and anyone who obtains any rights from or through Volunteer, hereby forever releases and discharges MHUW and/or its 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. Volunteer agrees to indemnify and hold harmless MHUW for all claims arising out of Volunteer's participation in the Volunteer Activities. Volunteer understands that this Release is intended to be as broad and inclusive as permitted by the laws of the state in which the Volunteer Activities take place and agrees that if any portion of this Release is invalid, the remainder will continue in full legal force and effect.
8. **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.
9. **Signatures.** Volunteer agrees further that if Volunteer is under the age of 18, Volunteer's parent or legal guardian will also sign this Release.

IN WITNESS WHEREOF, Volunteer and Volunteer's parent or legal guardian, if Volunteer is under the age of 18, have executed this Acknowledgement, Release, and Waiver to be effective as of the date signed below. By signing this Acknowledgement, Release, and Waiver, 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 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.