Volunteer Liability Release and Waiver

COVID-19 SPECIFIC EXAMPLE

A CASA/GAL program may opt to have volunteers sign a liability release and waiver or to incorporate release language into a volunteer agreement. National CASA/GAL does not require use of liability releases and waivers or that programs use any specific language if they decide to use a liability release and waiver. National CASA/GAL provides sample language that a CASA/GAL program might consider using as it drafts its own liability release and waiver.

This sample relates particularly to the risks and expectations for volunteers during the time of COVID-19. The program may decide to adapt this language to create a volunteer release and waiver in connection with the program’s practices and protocols for volunteers related to COVID-19.

IF A PROGRAM DECIDES TO HAVE A LIABILITY RELEASE AND WAIVER AND TO REFERENCE THIS SAMPLE IN DRAFTING THAT DOCUMENT, THE PROGRAM SHOULD ADAPT THE LANGUAGE BASED ON ITS PARTICULAR STRUCTURE AND OPERATIONS, AND A RISK ASSESSMENT BY THE GOVERNING BODY AND COUNSEL.

**VOLUNTEER LIABILTY RELEASE AND WAIVER**

In return for the opportunity to participate in volunteer activities of CASA/GAL program, I hereby agree as follows.

**Agreement to Follow COVID-19 Policies and Procedures**. I acknowledge that CASA/GAL program has implemented policies and procedures concerning COVID-19. I therefore agree to follow all of those program policies and procedures, including social distancing, staying home when I am sick, and following cough and sneeze etiquette and proper hand hygiene.

**Assumption of Responsibility for Health and Safety**. I understand that I assume full responsibility for my own health and safety. I understand that there is no direct or indirect medical health coverage afforded to me or any insurance of any kind for my benefit as a result of my relationship with CASA/GAL program. CASA/GAL program is not responsible for any potential exposure to COVID-19.

**No In-Person Meetings if Symptomatic**. I confirm that I am not experiencing any symptoms of illness such as a fever, cough, difficulty breathing, chills, achiness, sore throat, new loss of taste or smell, or gastrointestinal distress and that I do not have a current diagnosis of a COVID-19 infection. If I develop any COVID-19 symptoms (as set forth by the Centers for Disease Control) or receive a diagnosis of COVID-19 infection, I agree that I will not visit children, go to the CASA/GAL program office, attend in-person meetings or participate in in-person court hearings until cleared by medical personnel. If I have to miss court or cannot otherwise complete my CASA/GAL volunteer duties, I will inform the CASA/GAL program at the earliest possible time. At present under National CASA/GAL standards, I understand that volunteers have the option of checking in on children using means other than in-person visits. I understand that I will any assume liability if I decide to conduct in-person visits.

**Release and Waiver of Claims against CASA/GAL Program.** To the full extent permitted by law, I, on behalf of myself and my heirs and successors, hereby release CASA/GAL program and its directors, officers, partners, agents, employees, successors, assigns, licensees, sponsors, donors, representatives, guests and affiliates from, and waive and covenant not to sue for, any and all claims and causes of action, whether known or unknown, arising out of, based upon or relating to my participation as a CASA/GAL volunteer, including without limitation, any negligence of CASA/GAL program, its officers, directors, partners, employees, agents, successors, assigns, licensees, sponsors, donors, representatives, guests, and affiliates.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Volunteer Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Volunteer Liability Release and Waiver

general-use EXAMPLE (with model release)

A CASA/GAL program may opt to have volunteers sign a liability release and waiver or to incorporate release language into a volunteer agreement. National CASA/GAL does not require use of liability releases and waivers or that programs use any specific language if they decide to use a liability release and waiver. National CASA/GAL provides sample language that a CASA/GAL program might consider using as it drafts its own liability release and waiver. A program could use this sample to create a general release and waiver for volunteers to sign before commencing their service.

IF A PROGRAM DECIDES TO HAVE A LIABILITY RELEASE AND WAIVER AND TO REFERENCE THIS SAMPLE IN DRAFTING THAT DOCUMENT, THE PROGRAM SHOULD ADAPT THE LANGUAGE BASED ON ITS PARTICULAR STRUCTURE AND OPERATIONS, AND A RISK ASSESSMENT BY THE GOVERNING BODY AND COUNSEL.

**VOLUNTEER LIABILTY RELEASE AND WAIVER**

In return for the opportunity to participate in volunteer activities of CASA/GAL program, I hereby agree as follows:

**Voluntary Participation:** I have made a willing commitment to volunteer with CASA/GAL program. I understand that CASA/GAL program will not pay me for my services as a volunteer and may terminate my participation at any time. I have read this liability release and waiver and sign it of my own free will.

**Agreement to Follow Policies and Procedures.** I acknowledge that CASA/GAL program has implemented policies and procedures relating to the selection, training, supervision, and activities of volunteers and I agree to follow all policies and procedures of the CASA/GAL program, including ones implemented in the future. Acknowledging that my actions as a volunteer can have a profound impact – positive or negative – on the lives of the children and families we serve and the reputation of CASA/GAL program, I take very seriously my obligation to provide high-quality volunteer best-interest advocacy consistent with CASA/GAL program policies and procedures. I will work closely with my supervisor and follow his or her instructions.

**Affirmation of Truthfulness.** I have provided and will continue to provide honest information to CASA/GAL program about my qualifications to participate as a volunteer and regarding any cases on which I work and have not omitted, nor will I omit, any material information.

**Assumption of Responsibility for Health and Safety.** I understand that I assume full responsibility for my own health and safety. I recognize and accept the risks inherent in this volunteer role, including but not limited to, the risk of illness arising from in-person meetings, property damage, personal injury, emotional distress, and harassment and attack. I acknowledge that there is no direct or indirect medical health coverage afforded to me or any insurance of any kind for my benefit as a result of my relationship with CASA/GAL program.

**Release and Waiver of Claims against CASA/GAL Program.** To the full extent permitted by law, I, on behalf of myself and my heirs and successors, hereby release CASA/GAL program and its directors, officers, partners, agents, employees, successors, assigns, licensees, sponsors, donors, representatives, guests and affiliates from, and waive and covenant not to sue for, any and all claims and causes of action, whether known or unknown, arising out of, based upon or relating to my participation as a CASA/GAL volunteer, including without limitation, any negligence of CASA/GAL program, its officers, directors, partners, employees, agents, successors, assigns, licensees, sponsors, donors, representatives, guests, and affiliates.   I indemnify and hold harmless CASA/GAL program and its directors, officers, partners, agents, employees, successors, assigns, licensees, sponsors, donors, representatives, guests and affiliates from any allegations, claims, or investigations arising from or relating to my breach of this liability release and waiver and my volunteer service.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Volunteer Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**VOLUNTEER MODEL RELEASE AND WAIVER**

**Consent to Use of Name and Likeness.** I hereby consent for the CASA/GAL program, and its authorized representatives, subsidiaries, assignees, and licensees, to use, for the purpose of promoting or publicizing itself both internally and externally, the following:

* my name, photo, likeness, image, handwriting, testimonial, and/or sound or video recording of me in any media now known or hereafter devised (collectively, “Content”).

I also hereby grant a gratis, perpetual, worldwide and irrevocable license to CASA/GAL program, and its authorized representatives, subsidiaries, assignees, and licensees, to use the Content in any manner or media, including, but not limited to, reproduction, sale, exhibition, copying, broadcast, performance, and distribution of the Content to promote its activities. I acknowledge and agree that CASA/GAL program, and its authorized representatives, subsidiaries, assignees, and licensees, may edit or combine the Content with other images, video, audio, text, and other media.

**Disclaimer of Rights.** I disclaim all rights of ownership, privacy, publicity, and attribution and moral rights in the Content used by or for CASA/GAL program per this release and waiver. I expressly disclaim all rights to all value and benefits CASA/GAL program may gain through the use of the Content.

*[continued on the next page]*

**Release and Waiver of Claims against CASA/GAL Program.** To the full extent permitted by law, I, on behalf of myself and my heirs and successors, hereby release CASA/GAL program and its directors, officers, partners, agents, employees, successors, assigns, licensees, sponsors, donors, representatives, guests and affiliates from, and waive and covenant not to sue for, any and all claims and causes of action, whether known or unknown, arising out of, based upon or relating to their use of the Content.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Volunteer Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date