

RELEASE AND WAIVER OF LIABILITY FOR VOLUNTEERS



*Renewal for trafficked girls through Health,
Education, Advocacy, and Reintegration.*

Name: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____

E-Mail _____ Phone: _____

Emergency Contact Name: _____ **Phone:** _____

This Release and Waiver of Liability, (the “Release”) executed on this ____ day of _____, 201____, by _____, the Volunteer, in favor of the Ho‘ōla Nā Pua, a not-for-profit organization, their directors, officers, employees, and agents. Ho‘ōla Nā Pua’s goal is to provide a home with services to underage female victims of human trafficking. Because of the nature of the business of this organization and the danger risked by our clients, it is requisite that confidentiality be maintained at all times.

As a volunteer for Ho‘ōla Nā Pua, I understand that I may have access to confidential information, both verbal and written, relating to clients, volunteers or staff, and the organization, in addition to the database. I understand, and agree, that all such information is to be treated confidentially and discussed only within the boundaries of my volunteer position with Ho‘ōla Nā Pua. I also agree not to discuss these same matters after I have left my volunteer position with Ho‘ōla Nā Pua.

I agree that the database and the contents of such is the sole property of Ho‘ōla Nā Pua and I will not use any of the information except for the purposes assigned to me by the organization.

As a Volunteer working for Ho‘ōla Nā Pua, I acknowledge that I will engage in activities related to being a volunteer (the “Activities”). I understand that the Activities may include, but are not limited to, organizing, cleaning, loading and unloading supplies, and interacting with other volunteers and community supporters. As the Volunteer I do hereby freely, voluntarily, and without duress execute this Release under the following terms:

- 1. RELEASE AND WAIVER:** Volunteer, for him/herself and his/her legal representatives, spouse, heirs and assigns, does hereby release and forever discharge and hold harmless Ho‘ōla Nā Pua and its officers, directors, trustees, employees, agents, insurers and representatives, successors and assigns from any and all liability claims and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Volunteer’s Activities with Ho‘ōla Nā Pua.

Volunteer understands that this Release discharges Ho‘ōla Nā Pua from any liability or claim that the Volunteer may have against Ho‘ōla Nā Pua with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s Activities with Ho‘ōla Nā Pua, whether caused by the negligence of Ho‘ōla Nā Pua or its officers, directors, employees, or agents or otherwise. Volunteer covenants not to bring any action against Ho‘ōla Nā Pua for any such injury or damage. Volunteer also understands that Ho‘ōla Nā Pua does not assume any responsibility for or obligation to provide financial or other assistance including but not limited to medical, health or disability insurance in the event of injury or illness.

Initial _____

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2. **MEDICAL TREATMENT:** Volunteer does hereby release and forever discharges Ho‘ōla Nā Pua from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer’s Activities with Ho‘ōla Nā Pua. Volunteer authorizes Ho‘ōla Nā Pua to act, in its best judgment, on Volunteer’s behalf in case of an emergency.
3. **ASSUMPTION OF THE RISK:** The Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, organizing, cleaning, preparing meals, performing yard maintenance, remodeling and rehabilitation of buildings, moving household furnishings and fixtures, loading and unloading supplies, interacting with clients and providing clerical support in Ho‘ōla Nā Pua.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Ho‘ōla Nā Pua from all liability for injury, illness, death, or property damage resulting from the Activities.

4. **VOLUNTARY SERVICE:** Volunteer understands and acknowledges that he/she may decline any volunteer role or position at any time if he/she feels such role or position presents a risk to health or safety or for any other reason. Volunteer agrees to advise Ho‘ōla Nā Pua of any preexisting conditions that would preclude involvement in any activity.
5. **INSURANCE:** The Volunteer understands that, except as otherwise agreed upon by Ho‘ōla Nā Pua in writing, Ho‘ōla Nā Pua does not carry or maintain health, medical, disability or Workers Compensation insurance coverage for any volunteer.
6. **OTHER:** Volunteer expressly agrees that the Release is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Hawaii. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which will continue to be enforceable. Volunteer represents that he/she is 18 years of age or older.
7. **PHOTOGRAPHIC RELEASE:** Volunteer does hereby grant and convey unto Ho‘ōla Nā Pua all right, title and interest in any and all photographic images and video or audio recordings made by Ho‘ōla Nā Pua during the Volunteer’s Activities with Ho‘ōla Nā Pua, including, but not limited to, any donations, proceeds, or other benefits derived from such photographs or recordings.

IN WITNESS WHEREOF, Volunteer has executed this Release as to the day and year first written.

Volunteer Signature: _____ Date: _____

Volunteer Name (Print Full Name): _____

Parent/Guardian of Child under the age of 18: _____

Parent/Guardian (Print Full Name): _____