



Volunteer Waiver & Release of Liability

This Waiver & Release of Liability, (the “Release”) executed on this day, by the Volunteer, in favor of Ho’ōla Nā Pua, a not-for-profit organization, their directors, officers, employees, and agents (hereafter collectively referred to as “Ho’ōla Nā Pua”). Ho’ōla Nā Pua’s mission is to prevent sex trafficking and provide care for children who have been exploited.

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, driving and interacting with other volunteers, staff, clients and community supporters. As the Volunteer I do hereby freely, voluntarily, and without duress execute this Waiver & Release of Liability under the following terms:

1. RELEASE AND WAIVER: Volunteer, for him/herself and his/her legal representatives, parents, 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.

The Volunteer understands that this Waiver & Release of Liability 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, loss, theft 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.

2. DISCRIMINATION: It is the policy and commitment of Ho’ōla Nā Pua to not discriminate based on race, color, sex and/or gender, sexual orientation, national origin, age, disability, religion, and/or familial status in admission of its volunteers or its programs and services. Ho’ōla Nā Pua prohibits any actions, words, or comments based on an individual’s race, sex, sexual preference, ethnic background, age, religion, physical condition, or other legally protected characteristic. Improper conduct or action can create an offensive or hostile work environment. All volunteers and employees are accountable to this notion and failure to comply with this policy may result in immediate disciplinary action and termination from the program.

3. 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.

4. 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, driving, interacting with clients and community members, and providing clerical or other type of support to Ho'ōla Nā Pua. Volunteer hereby expressly and specifically assumes the risk of injury, harm, loss or theft in the Activities and releases Ho'ōla Nā Pua from all liability for injury, illness, death, loss, theft or property damage resulting from the Activities.

5. 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 an activity.

6. 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.

7. OTHER: Volunteer expressly agrees that the Waiver & Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii, and that this Waiver & Release of Liability 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 Waiver & Release of Liability 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 Waiver & Release of Liability which will continue to be enforceable. Volunteer represents that he/she is 18 years of age or older, or, is supervised by a parent or guardian who assumes responsibility for all aspects expressed in this Waiver & Release of Liability on behalf of the Volunteer.

8. MEDIA 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, videos or recordings.

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

****You may sign and agree to this document by completing and submitting your online Volunteer Application****