
Activity Description

Volunteer Name (Please Print)

Parish/Entity Name (Please Print)

VOLUNTEER WAIVER AGREEMENT
Release, Waiver of Liability, Covenant Not to Sue, Hold Harmless

This Release and Waiver of Liability (this “Release”) is in favor of Diocese of Buffalo and the parish/entity listed above (collectively the “Diocese”), corporations not-for-profit, and their directors, officers, employees, agents, representatives, successors, and assigns (together with the Diocese, the “Released Parties”).

I desire to volunteer my services to the Diocese without any expectation of being compensated. I understand that my volunteer services may include activities for which I am not initially intending to provide services, such as various clerical and administrative tasks, fundraising phone-a-thons, cooking meals, picking up litter, transporting goods, planting and gardening, packaging donated goods, building and repair work, etc.

I hereby freely, voluntarily, and without duress agree to this Release under the following terms:

1. Release and Waiver. I understand that the Diocese will not compensate me for the services I will provide and the Released Parties do not have any obligation to provide me with any financial or other assistance, including but not limited to medical, health, or disability payments or insurance, in the event of my getting injured or contracting any illness or disease in connection with my providing services to the Diocese. I hereby release, discharge and covenant not to sue the Diocese and above-named parish for any an all claims and liability arising out of strict liability or negligence of any kind of Released Parties which causes the undersigned injury, death, or property damage and I further agree to indemnify, defend and hold harmless Released Parties from any claim, judgment, or expenses Released Parties may incur by my participation in the described activity,

2. Medical Treatment. I hereby release and forever discharge the Released Parties from any liability, charges, causes of action, claims, demands and other matters of any kind or nature, either in law or in equity, which may arise from or be on account of any first aid, treatment, or services rendered to me in connection with my providing services to the Diocese.

3. Assumption of the Risk. I understand that my volunteer services to the Diocese may include tasks that may be hazardous to me. I hereby expressly and specifically assume the risk of injury or harm in all of the volunteer services that I will be providing to the Diocese and release and forever discharge and hold harmless the Released Parties from all liability for all matters, including but not limited to bodily injury, personal injury, illness, death, loss, expenses, charges, or property damage that may result from my providing volunteer services to the Diocese, even if those services will be dangerous.

4. Insurance. I understand that, except as the Diocese may otherwise agree in writing, the Diocese does not carry or maintain any health, medical, or disability insurance coverage for any of its volunteers. I also understand that each volunteer providing services to the Diocese is expected and encouraged to obtain his or her own medical or health insurance coverage.

5. Volunteer Nature of Services: I understand that the Diocese and the parish/entity named above are not-for-profit organizations and that my services will be used to further the Diocese’s charitable and humanitarian purposes. I acknowledge that I am providing my services to the Diocese without any expectation or promise of receiving any compensation. I also acknowledge that I am providing services to the Diocese freely and have not been pressured or coerced by the Diocese or others to provide my services to the Diocese on a volunteer basis.

6. Background Check Release. I confirm that I have not been convicted of any crime involving the abuse of a child or an elderly person, unlawful sexual conduct, theft, drug possession or use, or any felony. I authorize the Diocese to order my background report from a background report provider now and throughout the time that I am providing volunteer services to the Diocese. I authorize all agencies and entities to disclose to the background report provider or the Diocese all information about or concerning me, including law enforcement and all other federal, state, and local agencies; federal, state, and local courts, the military, motor vehicle records agencies, and all other private and public sector repositories of information. The information that can be disclosed includes, but is not limited to, information concerning my motor vehicle history, criminal history, military service, and professional licenses, credentials, and certifications.

7. Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. I agree that in the event that any provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not otherwise affect the remaining provisions of this Release.

BY SIGNING MY NAME BELOW, I ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS RELEASE AND WAIVER AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY AND THAT I AM WAIVING ANY RIGHT THAT I MAY HAVE TO BRING A LEGAL ACTION OR TO ASSERT ANY CLAIM AGAINST DIOCESE OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS IN CONNECTION WITH MY PROVIDING VOLUNTEER SERVICES TO DIOCESE. I ALSO ACKNOWLEDGE THAT I INTEND TO PROVIDE MY SERVICES TO THE DIOCESE ON A VOLUNTEER BASIS AND HAVE NO EXPECTATION OF RECEIVING ANY COMPENSATION FOR MY SERVICES. I AGREE THAT A FACSIMILE, PHOTOCOPY, OR ELECTRONIC COPY OF THIS RELEASE IS AS VALID AS THE ORIGINAL.

Volunteer Signature

Date

Address:

Phone: _____

Mobile: _____

e-mail: _____