



## WAYS for Life Minor Volunteer Liability and Conduct Agreement

Minor Volunteer's First and Last Name:

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### Guardian Information

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Relationship to the Minor: \_\_\_\_\_

### Emergency Contact Information (other than the guardian named above)

Emergency Contact's First Name: \_\_\_\_\_

Emergency Contact's Last Name: \_\_\_\_\_

Relationship to the Minor: \_\_\_\_\_

Emergency Contact's Phone Number: \_\_\_\_\_

Emergency Contact's Email: \_\_\_\_\_

### Volunteer Schedule

Volunteer Schedule (days, times & # of weeks):

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# Liability Agreement

ASSUMPTION OF RISK, INDEMNIFICATION AND WAIVER OF LIABILITY (MINOR)

## NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

*READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THE MINOR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP THE MINOR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO THE MINOR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET THE MINOR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.*

In consideration of the permission granted to me and the minor child listed above ("Minor") to access, use and/or otherwise avail myself of those certain facilities available to me and the Minor as a user, guest, or volunteer at the facility operated by WAYS for Life, Inc. ("WAYS"), I, the undersigned, on behalf of myself and the Minor, hereby irrevocably and unconditionally release, discharge, hold harmless, indemnify, and covenant not to sue the WAYS, any other legal entities related to the operation or ownership of WAYS, their affiliates, subsidiaries, members, employees, officers, directors, instructors, volunteers, aides, contractors and/or agents (collectively, the "Released Parties") from any and all liabilities, injuries, illness, disability, death, losses, claims, damages, demands, rights of action or causes of action, including those arising out of or related to potential exposure to the novel coronavirus COVID-19, present or future, known or unknown, foreseen or unforeseen, arising out of or in any manner resulting from my or the Minor's presence at or use of WAYS' facilities, including any real property upon which WAYS or any activity sponsored or organized by WAYS is located or otherwise used in connection with WAYS, any improvements, rental equipment, personal property, apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by WAYS (collectively, "WAYS Facilities"), whether caused in whole or in part by the negligence, acts, omissions, carelessness, or other conduct of the Released Parties (collectively, "Claims").

This Assumption of Risk, Indemnification and Waiver of Liability (this "Release") shall be binding upon my heirs, executors, administrators and assigns and the Minor's heirs, executors, administrators and assigns. Further, I, on behalf of myself and the Minor, hereby agree to release and discharge the Released Parties from any and all liability for any loss or theft of, or damage to, any personal property within the WAYS Facilities.

ASSUMPTION OF RISK: I understand that my, and the Minor's, access to, use of, or participation at the WAYS Facilities, and the various attractions or activities offered by WAYS, including but not limited to engaging in any contest, game, function, exercise, competition, volunteer activities, or other activity operated, organized, arranged or sponsored by WAYS (collectively, "Activities"), carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of these risks are outlined below, but there may be other, unknown risks that are an inevitable part of using WAYS Facilities and participating in Activities. Because of these risks and hazards, serious accidents can occur, including but not limited to falling, physical contact with another person or equipment, encountering wildlife, bad weather, sun exposure, and complications of any existing or developing medical conditions. All of these risks and hazards, and others not listed here, may result in injuries severe enough to require serious medical care, short or long-term disability, dismemberment or death.

By signing this Release, the undersigned acknowledges that he or she, and the Minor, are in good health and know how to conduct themselves safely. The undersigned acknowledges that WAYS does not provide supervision, instruction, or assistance for the use of all WAYS Facilities. The undersigned agrees to comply with all rules imposed by WAYS regarding the use of WAYS Facilities and equipment, as amended from time to time. The undersigned agrees that he or she, and the Minor, shall conduct themselves in a controlled and reasonable manner at all times, and to refrain from using any WAYS Facilities in a manner inconsistent with its intended design and purpose.

Further, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that the Minor or I may be exposed to or infected by COVID-19 by attending WAYS, entering WAYS Facilities, and participating in Activities, and that such exposure or infection may result in personal injury, illness, disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at WAYS may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Released Parties and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any Claims that I or the Minor may experience or incur in connection with my or the Minor's attendance at WAYS or participation in Activities. My, and the Minor's access to, use of, or participation in

Activities is completely voluntary, and I, on behalf of myself and the Minor, assume all risk associated therewith, including, without limitation, scrapes, lacerations, impact injuries, illness, infection, mental stress and anxiety, weather conditions, slips and falls, equipment failure, sexual assault, damage to property, drowning, disfigurement, death, and any other risks foreseeable or not foreseeable. I authorize the Released Parties to call for medical care for myself or the Minor if, in the sole opinion of the Released Parties, medical attention is prudent or needed and I hereby agree to pay all costs associated with such medical care.

IN EXCHANGE FOR WAYS ALLOWING ME AND THE MINOR TO USE WAYS FACILITIES AND THE OPPORTUNITY TO PARTICIPATE IN ANY SERVICE, ACTIVITY, OR EVENT ASSOCIATED WITH WAYS, I AGREE THAT MYSELF AND THE MINOR ON BEHALF OF WHOM I AM SIGNING THIS RELEASE (SUBJECT TO FLORIDA LAW), WAIVE AND FOREVER RELEASE THE RELEASED PARTIES FROM LIABILITY FOR ANY CLAIMS. IN OTHER WORDS, I ASSUME ALL THE RISKS AND ALL THE RESPONSIBILITY FOR MY OWN WELLBEING AND THE WELLBEING OF THE MINOR.

INDEMNIFICATION: I agree to defend, indemnify and hold harmless the Released Parties from and against any and all losses, damages, claims or suits arising out of or caused by the intentional or negligent acts or omissions of myself or the Minor in connection with WAYS, including personal injury, property damage, use of WAYS Facilities or participation in Activities.

WAIVER OF LAWSUIT/LIABILITY: I, on behalf of myself and the Minor, hereby waive, release, covenant not to sue, discharge, and hold harmless the Released Parties of and from any Claims arising out of or relating to use of WAYS Facilities or participation in Activities. I understand and agree that this Release waives any Claims based on the actions, omissions, or negligence of the Released Parties, whether before, during, or after participation in any Activity. I understand this Release means I, and the Minor, give up the right to bring any Claims.

COVID-19 SYMPTOMS: I acknowledge and agree that neither I, nor the Minor, have experienced any known symptoms of COVID-19 (e.g., fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell) (collectively, "Symptoms") or come into contact with someone with a suspected or confirmed case of COVID-19 within the last 7 days, or as otherwise provided for by the Center for Disease Control ("CDC"). I further agree that neither I, nor the Minor, will visit or use WAYS facilities if either of us have experienced any Symptoms or have come into contact with someone with a suspected or confirmed case of

COVID-19 within the last 7 days, or as otherwise provided for by the CDC, prior to such visit or use.

OTHER TERMS: I, ON BEHALF OF MYSELF AND THE MINOR, HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN ANY DISPUTE RESOLUTION ARISING OUT OF THIS RELEASE. I fully understand and agree that, on behalf of myself and the Minor, (a) this Release is a release of, without limitation, any liabilities, losses, claims, damages, demands, rights of action or causes of action resulting from or arising out of the acts, omissions and negligence of the Released Parties; (b) this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida; (c) if any portion of this Release is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (d) I have read this Release in its entirety and have had the opportunity to ask any questions about this Release and I fully understand its terms and meaning. I, the undersigned, hereby agree that if while participating in the Activities or using WAYS Facilities, I observe any unusual hazard or condition which I believe jeopardizes my personal safety or that of the Minor or others, I will remove myself and such Minor from participation in the Activities and/or use of WAYS Facilities and immediately bring said hazard or condition to the attention of WAYS. I further agree that I will explain to the Minor that the risk of injury while participating in the Activities and using WAYS Facilities can be reduced by following the rules and through the use of common sense and good judgment.

My signature below, in physical or digital form, reflects my express assent to be bound to the terms of this Release for myself and the Minor and represents my attestation to being the legal guardian of the Minor listed below, and possessing the legal authority to sign this Release on their behalf.

ELECTRONIC SIGNATURE: Pursuant to Section 668.50, Florida Statutes, this Release may be electronically signed and such electronic signatures are the same as handwritten signatures for purposes of validity, enforceability, and admissibility.

### **Conduct Agreement**

I understand that as a volunteer, the minor must follow all rules and behave in a professional manner. This is not a place to make friends; the minor is serving as a volunteer. The members we serve are aged 15-25 years, so although the minor may want to build friendships, they must maintain a professional role as a volunteer on-site. No minor volunteers are to be alone with members on or off premises. The minor is not to contact any members outside of WAYS for Life throughout the duration of their volunteer time. If

these rules of professional behavior are not followed the minor may be terminated from participation as a volunteer..

### **Dress Code**

- Casual attire suggested.
- No tank tops, low-cut shirts, spaghetti straps, or short shorts.
- If wearing leggings, a shirt must be worn to cover the rear.
- Wear comfortable clothes.

## **Application Agreement**

As a volunteer for WAYS for Life, f/k/a Ready for Life Brevard Inc., (WAYS), I agree to maintain the confidentiality of all information gained through contact with youth, other volunteers, staff, and agency information, except as stated below. As a volunteer for WAYS, I consider personal information to be confidential. I will protect the privacy of that information in accordance with the Federal and State privacy laws as well as our agency WAYS policies. This information is to be used only in activities directly related to the Agency.

WAYS does not cover injury to anyone who may be transported by volunteers. Volunteers who choose to transport WAYS Members, other Volunteers, or anyone else in their personal vehicle assume full responsibility for those passengers; it is recommended that volunteers check with their personal automobile insurance carrier to confirm the limits of their coverage. Volunteers are responsible for confirming that any WAYS members they choose to transport have a signed transportation waiver submitted at WAYS.

I agree that I further understand that I am required to report to WAYS and/or the Department of Children and Families any episode of suspected abuse, which I may discern through contacts with youth. I understand such reports are kept confidential except as required for reporting purposes.

As a volunteer with WAYS, I understand that I report to WAYS and agree to follow the appointed communication chain of command for any of my volunteer activities. WAYS staff are available per WAYS emergency protocol for emergencies and will respond directly to such communications.

I will immediately report to the Executive Director or a WAYS staff member any information WAYS should know.

# Volunteer Release & Waiver of Liability Form

This Release and Waiver of Liability releases WAYS for Life (WAYS) a nonprofit corporation organized and existing under the laws of the State of Florida, and each of its directors, officers, employees, and agents, from any and all liability in connection with Volunteer's involvement with WAYS.

Volunteer desires to provide volunteer services for WAYS and engage in activities related to serving as a volunteer. Volunteer understands that the scope of Volunteer's relationship with WAYS is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that WAYS will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's services to WAYS.

1. Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless WAYS and its 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 the services I provide to WAYS. I understand and acknowledge that this Release discharges WAYS from any liability or claim that I may have against WAYS with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to WAYS or occurring while I am providing volunteer services.

2. Insurance: Further I understand that WAYS does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of WAYS beyond what may be offered freely by WAYS in the event of injury or medical expenses incurred by me.

3. Medical Treatment: I hereby Release and forever discharge WAYS from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with WAYS.

4. Assumption of Risk: I understand that the services I provide to WAYS may include activities that may be hazardous to me including, but not limited to involving inherently dangerous activities. As a volunteer, I hereby expressly assume risk of injury or harm from these activities and Release WAYS from all liability.

5. Photographic Release: I grant and convey to WAYS all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by WAYS in connection with my providing volunteer services to WAYS.

6. Other: As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. I agree that if any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected. By signing below, I express my understanding and intent to enter this Release and Waiver of Liability willingly and voluntarily.

**Confirmation of Understanding**

I understand that the minor cannot volunteer until the Volunteer Program Coordinator contacts the guardian and all parties sign this form. By signing below, all parties agree to the terms and conditions outlined in this form. **\*\*Note:\*\*** This form must be fully completed and signed by all parties before the minor can begin their volunteer activities.

**Signatures**

Minor's First and Last Name (printed):

\_\_\_\_\_

Minor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Guardian's First and Last Name: \_\_\_\_\_

Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**WAYS for Life Volunteer Program Coordinator Contact Confirmation**

If you have any questions, please contact the Volunteer Program Coordinator at 321-382-0340 or [kali.massa@waysforlife.org](mailto:kali.massa@waysforlife.org)



Confirmation Date: \_\_\_\_\_

Coordinator's Signature: \_\_\_\_\_