

Liability Waiver, Release of Claims, Assumption of Risk and Volunteer Agreement

1. Assumption of Risk

1.1 I, the undersigned Volunteer (or Parent/Guardian signing on behalf of a minor), acknowledge that participation in the activities organized by **The Bridge/For Community Services** (The “Organization”) involves certain inherent risks that cannot be eliminated regardless of the care taken to avoid them.

1.2 I understand and acknowledge that the activities associated with this event may include, but are not limited to:

- a. food preparation, cooking, handling and distribution to individuals experiencing homelessness;
- b. setting up and breaking down tables, chairs, tents serving stations and other equipment;
- c. physical labor including lifting, carrying, bending, standing for extended periods and walking on uneven surfaces;
- d. outdoor activities in varying weather conditions including exposure to heat, cold, sun, wind and rain;
- e. worship service activities including group gatherings, singing and movement in close proximity to others;
- f. interaction with members of the public including individuals who may be experiencing mental health challenges or substance use;
- g. transportation to and from the event location;
- h. exposure to allergens, foodborne pathogens and other hazards associated with food handling; and
- i. risks of slips, trips, falls, burns, cuts and other physical injuries.

1.3 **I VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THIS EVENT WHETHER OR NOT DESCRIBED ABOVE, INCLUDING RISKS THAT ARE NOT OBVIOUS OR FORESEEABLE AT THIS TIME.**

2. Waiver and Release of Liability

2.1 **PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.**

2.2 In consideration of being permitted to participate as a volunteer in the charitable activities organized by The Bridge/For Community Services, I, the undersigned Volunteer, hereby voluntarily, knowingly and freely:

WAIVE, RELEASE AND FOREVER DISCHARGE The Bridge/For Community Services, its officers, directors, trustees, employees, agents, volunteers, sponsors, and representatives (Collectively the “Released Parties”) from any and all claims, demands, actions, causes of action, suits, damages, losses, or liabilities of any kind, whether known or unknown, arising out of or in connection with my participation in the Event, including but not limited to claims for personal injury, illness, death or property damage, TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF ARIZONA.

2.3 This waiver and release applies to claims arising from the ordinary negligence of the Released Parties. I understand that I am giving up the right to bring legal claims against the Released parties for injuries or losses that may result from their ordinary negligence.

2.4 This waiver and release does not apply to claims arising from the gross negligence or willful misconduct of the Released Parties. Nothing in this form shall be construed to waive liability for gross negligence, reckless conduct or intentional wrongdoing, as such waivers are not enforceable under Arizona law.

2.5 I acknowledge that I have read this waiver and release of liability, that I understand its terms, and that I am signing it voluntarily and of my own free will. I understand that by signing this form, I am giving up substantial legal rights, including the right to sue for ordinary negligence.

3. Indemnification

3.1 I agree to indemnify, defend and hold harmless the Released Parties from and against any and all claims, demands, actions, causes of action, suits, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from:

- a. my own acts, omissions or negligence during the event;
- b. my breach of any term of provision of this form;
- c. any injury or harm caused by me to any third party during the Event; and
- d. any claims brought by me or on my behalf in violation of this waiver and release.

3.2 This indemnification obligation shall survive the termination of my volunteer participation and shall remain in full force and effect regardless of any other provision of this form.

4. Photo and Media Release Consent

4.1 I grant to The Bridge/For Community Services and its authorized representatives the irrevocable right and permission to photograph, film, record or otherwise capture my image, likeness, voice and appearance (collectively, "Media") during the Event.

4.2 I consent to the Organization's use of such Media for any lawful purpose, including but not limited to:

- a. promotional materials, brochures and newsletters;
- b. social media posts, websites content and online publications;
- c. fundraising campaigns and charitable solicitations; and
- d. press releases, media coverage and public communications.

4.3 I waive any right to inspect, approve or receive compensation for the use of such Media. I release the Organization from any claims arising from the use of my image, likeness or voice as described in this Section

5. Volunteer Code of Conduct and Guidelines

Acknowledgment

5.1 I acknowledge and agree to abide by the following expectations and guidelines while volunteering at the Event:

- a. I will treat all individuals, including fellow volunteers, event organizers and members of the public with dignity, respect and compassion at all times;
- b. I will follow all instructions and directions provided by The Bridge/For Community Services's staff and event coordinators;
- c. I will not engage in any form of discrimination, harassment or abusive behavior toward any individual;
- d. I will not attend the Event while under the influence of alcohol or illegal substances;
- e. I will comply with all applicable food safety and hygiene requirements during food preparation and distribution;
- f. I will promptly report any safety concerns, injuries or incidents to a designated Event coordinator;
- g. I will not engage in any activity that is illegal or that may bring The Bridge/For Community Services into disrepute.
- h. I understand that The Bridge/For Community Services reserves the right to dismiss any volunteer whose conduct or dress is deemed inappropriate, unsafe or inconsistent with the Organization's mission and values. Ladies are not to wear tight fitting, revealing, suggestive or otherwise inappropriate clothing. The Bridge/For Community Services reserves the right to determine appropriateness of clothing;
- i. I will dress accordingly for the Event which includes closed toed shoes, tennis shoes or boots. Flip flops and sandals are not allowed. Hats, sunscreen, jackets and sunglasses are recommended when volunteering outside. The Bridge/For Community Services strongly encourages me to wash my shoes after serving and before entering my home.
- j. I will wear protection on my hands at all times while serving. Protective gloves and other personal protective equipment (PPE) such as masks will be provided by The Bridge/For Community Services. Gloves must be changed if I touch my body, another person, the ground or trash. The Bridge/For Community Services has encouraged me to change my gloves often. Eyewear is my responsibility.
- k. If something falls to the ground, it is to be discarded.
- l. Due to liability concerns and to preserve the privacy of guests at the Event, I will not take pictures, videos or other recordings. Upon my request, a designated board member of The Bridge/For Community Services will take pictures of my group. Board approved pictures of activities may be obtained from The Bridge/For Community Services upon request. Pictures and videos from the social media of The Bridge/For Community Services may be shared.
- m. I agree that if I am accompanied by a **minor**, I understand that the parental/guardian authorization for a minor to serve section of this document must be completed and that while serving the minor is required to remain within arm's length of me as their parent/guardian at all times. The minor will also remain located behind the assigned serving area.
- n. I understand that The Bridge/For Community Services has the right to limit or restrict volunteer

activity and that The Bridge/For Community Services does not tolerate bullying, vulgar speech, name calling or disrespect at any time.

- o. I agree that **smoking**, including vapes or vaping, is not allowed on the premises or within thirty feet of the Event entrance.
- p. I understand that **parking** at the Event is limited to the street and that car pooling is advised. I have also been advised to lock any valuables that I bring such as purses, wallets and phones in my vehicle. I am responsible for my vehicle and my personal belongings. The Bridge/For Community Services has encouraged me to leave my valuables at home and that The Bridge/For Community Services will not be liable for any damage to my vehicle or theft of my vehicle or my belongings.
- q. I agree that I must sign in at the Event at the **registration table** upon arrival. If I desire to serve food, I will need to have an Arizona food handlers card on file with The Bridge/For Community Services. An electronic copy of my Arizona food handlers card may be emailed to The Bridge/For Community Services at FCS.TheBridge@gmail.com.
- r. I agree that only food items authorized by The Bridge/For Community Services are allowed to be distributed at the Event. If I would like to donate food or participate in the preparation of food for the event, I will contact The Bridge/For Community Services at FCS.TheBridge@gmail.com.
- s. I understand that when I finish serving at my assigned area, I should start cleaning up my area. I should NOT drop ropes until given instruction to do so.
- t. I understand that I should not hand out money or my personal information to guests of the Event, and I should not offer transportation to guests.
- u. I understand that in the event of an emergency at the Event, I will be instructed to maintain my position behind the serving line until cleared by security. I should not try to get involved in any altercation. If I feel threatened in any way during the Event, I should call one of the security volunteers or a board member of The Bridge/For Community Services. Although The Bridge/For Community Services will try to maintain a safe environment for me while serving, it cannot be held liable or responsible for my personal safety. I must exercise wisdom and caution at all times, especially when interacting with guests of the Event. Mental health issues are a big factor to be considered while interacting with guests.

6. Medical Emergency Authorization

6.1 In the event of a medical emergency during the Event, I authorize The Bridge/For Community Services and its designated representative to arrange for emergency medical treatment on my behalf, including but not limited to first aid, ambulance transport and hospital care.

6.2 I understand that The Bridge/For Community Services will make reasonable efforts to contact my designated emergency contact in the event of a medical emergency, but that emergency treatment may be provided before the contact is made if the situation requires immediate action.

6.3 I agree to be personally responsible for all costs and expenses associated with any medical treatment provided to me during or as a result of the Event, including ambulance fees, hospital charges and physician fees. The Bridge/For Community Services shall not be responsible for any medical expenses incurred by me.

7. Severability

If any provision of this Liability Waiver, Release of Claims, Assumption of Risk and Volunteer Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the original intent of The Bridge/For Community Services and the Volunteer.

8. Governing Law

8.1 This Liability Waiver, Release of Claims, Assumption of Risk and Volunteer Agreement shall be governed by and constructed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles.

8.2 Any dispute arising out of or in connection with this form shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Arizona.

9. Entire Agreement and Acknowledgment

9.1 This Liability Waiver, Release of Claims, Assumption of Risk and Volunteer Agreement constitutes the entire agreement between the Volunteer and The Bridge/For Community Services with respect to the subject matter contained herein. Nor oral or written representations, promises or agreements not expressly set forth herein shall be binding.

9.2 I acknowledge that I have had sufficient time to read this Liability Waiver, Release of Claims, Assumption of Risk and Volunteer Agreement in its entirety, that I understand all of its terms and provisions, and that I am signing this form voluntarily. I have not been pressured or coerced into signing this.

9.3 I understand that this Liability Waiver, Release of Claims, Assumption of Risk and Volunteer Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Arizona.

9.4 I, the undersigned parent or legal guardian hereby represent and warrant that I am the parent or legal guardian of the minor named below, and that I have the legal authority to execute this Liability Waiver, Release of Claims, Assumption of Risk and Volunteer Agreement on behalf of the minor.

9.5 I have read and understand all of the terms and provisions of this Liability Waiver, Release of Claims, Assumption of Risk and Volunteer Agreement. I consent to my minor child's participation in the Event activities organized by The Bridge/For Community Services, with full knowledge of the risks described in Section 2 of this document.

9.6 **ON BEHALF OF MY MINOR CHILD, I HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH MY CHILD'S PARTICIPATION IN THE EVENT, INCLUDING CLAIMS FOR PERSONAL INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF ARIZONA.**

This waiver applies to claims arising from ordinary negligence but does NOT apply to gross negligence or

willful misconduct.

9.7 I agree to indemnify, defend and hold harmless the released parties from and against any and all claims arising out of or resulting from my minor child's participation in the Event or my minor child's acts or omissions during the Event.

9.8 I authorize The Bridge/For Community Services and its designated representative to arrange for emergency medical treatment for my minor child in the event of a medical emergency as described in Section 7 of this document.

9.9 I consent to the use of my minor child's image, likeness, and voice as described in Section 5 of this document.

THANK YOU FOR GETTING INVOLVED!

We are so glad that you are joining us, and we look forward to serving with you. In addition to our Sunday morning Event, there are other opportunities for you to get involved in that will help us. Please visit our website at TheBridgeFCS.org for our current "Needs List", including food, personal and other items. You, your organization or your group may want to host a "Drive" for water, bags, clothing, Bibles etc. We are always looking for monthly supporters - if you work for a company that likes to give back to the community, please tell them about us. Fliers are available at the Event registration table.

We are a charitable, nonprofit 501(c)(3) organization that uses every dollar donated toward meeting our mission of helping the homeless through meals, clothing, ministry and life skills. We also are a Qualifying Charitable Organization for purposes of the State of Arizona tax credit of up to \$1,009.

Other opportunities for you could be:

- Assist with food preparation on Saturday afternoons;

- Become a board member, advisor or committee member; and

- Picking up donations.

We look forward to serving with you again soon!

If you have any questions or concerns, please reach out to us at FCS.TheBridge@gmail.com.