

Release and Waiver of Liability

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____, 2020, by _____ (the Volunteer) in favor of Boy Scouts of America, Aloha Council, Troop 39 and Saint Theresa Co-Cathedral Catholic Church, Honolulu, Hawaii, a nonprofit organization, their directors, officers, employees, volunteers, and agents (Collectively "Troop 39").

The Volunteer desires to work as a volunteer for Troop 39 and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include delivery of food, toiletries and other essential needs for the senior citizen community and those who are immunocompromised. The Volunteer is fully aware of the potential risks involved in the activities especially with the COVID 19 (Coronavirus) and the potential of contracting the virus. Other risks may include those associated with driving and traffic.

Volunteer understands that this Release discharges Troop 39 from any liability or claim that the Volunteer may have against Troop 39 with respect to any bodily injury, personal injury, illness, death, property damage or damage to their personal vehicle that may result from Volunteer's Activities with Troop 39, whether caused by the negligence of Troop 39 or its volunteers, directors, employees, agents or otherwise. Volunteer also understands that Troop 39 does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

MEDICAL TREATMENT. Volunteer does hereby release and forever discharge Troop 39 from any claim whatsoever which arises or may hereafter arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with Troop 39.

ASSUMPTION OF THE RISK. The Volunteer understands that the Activities included work that may be hazardous to the Volunteer, including, but not limited to exposure to the COVID 19 Virus (Coronavirus), loading, unloading, lifting and transportation to and from clients' homes.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Troop 39 from all liability for injury, illness, death, or property damage resulting in the Activities.

INSURANCE. The Volunteer understands that, except as otherwise agreed to by Troop 39 in writing, Troop 39 does not carry or maintain health, medical, auto, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his/her own medical, health or auto insurance coverage.

PHOTOGRAPHIC RELEASE. Volunteer does hereby grant and convey unto Troop 39 all right, title and interest in any and all photographic images and video or audio recordings made by Troop 39 during the Volunteer's activities with Troop 39.

OTHER. Volunteer expressly agrees that this 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. Volunteers agree that in the event that any clause or provision of this Release shall be held to be invalid by any court competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

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

Witness Signature: _____

Volunteer Signature: _____

Address: _____

Phone: (_____) _____ - _____

For Minors under the age of 18:

Parent Signature: _____