

Volunteer Waiver, Release of Claims, and Acknowledgment of Volunteer Status

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Volunteer Waiver, Release of Claims, and Acknowledgment of Volunteer Status

This Volunteer Waiver, Release of Claims, and Acknowledgment of Volunteer Status (this "Waiver") is made on [Date] by [Volunteer's full legal name] of [Volunteer's address] (the "Volunteer") in favor of [Organization's full legal name] of [Organization's address] (the "Organization").

The Volunteer wishes to provide unpaid volunteer services consisting of

[Describe the volunteer activity or role, e.g. serving as an event-day volunteer, distributing food at a community pantry, or assisting with facility set-up]

at [Location where the volunteer activity takes place] on [Date(s) of the volunteer activity, if different from the signing date] (the "Volunteer Activity").

Before beginning the Volunteer Activity, the Volunteer reads and signs this Waiver, which sets out the risks of the Volunteer Activity, the Volunteer's assumption of those risks, the release of claims described below, and the Volunteer's confirmation of the unpaid, non-employee status described in clause 4.

1. The Parties and the Volunteer Activity

The Volunteer confirms that the Volunteer is at least eighteen (18) years old and has full legal capacity to sign this Waiver, or, where the Volunteer is younger than that, that this Waiver is instead signed by a parent or legal guardian under clause 8.

The Organization's directors, officers, employees, contractors, other volunteers and, where the Volunteer Activity takes place on premises the Organization does not own, the premises owner, are each a "Releasee" for the purposes of this Waiver, and together the "Releasees".

2. Assumption of Risk

The Volunteer understands that the Volunteer Activity carries inherent risks — including risks the Organization cannot eliminate through care, instruction or supervision — and that taking part can result in property damage, personal injury, illness, permanent disability or death.

The Volunteer voluntarily and knowingly assumes all of those risks, understanding that no amount of care, instruction or supervision by a Releasee removes them, and chooses to take part in the Volunteer Activity on that basis. Without limiting the above, the risks of the Volunteer Activity include, without limitation:

- (a) injury from the nature of the Volunteer Activity itself, including physical exertion, use of tools or equipment, uneven or hazardous terrain, and weather;
- (b) injury caused by the acts or omissions of other volunteers, staff, event

participants, or third parties;

(c) injury arising from a condition of the premises where the Volunteer Activity takes place, whether or not the Organization owns or controls those premises;

(d) delayed or limited access to emergency medical care because of the Volunteer Activity's location or nature; and

(e) in rare cases, permanent disability or death.

3. Release and Waiver of Claims

In exchange for being allowed to take part in the Volunteer Activity, the Volunteer releases, waives and forever discharges the Releasees from any and all claims, demands, actions and liabilities arising out of or connected with the Volunteer's participation in the Volunteer Activity, including a claim based on a Releasee's ordinary negligence, whether the negligence occurs before, during or after the Volunteer Activity.

This release does not apply to, and does not discharge a Releasee from liability for, that Releasee's gross negligence, recklessness, or wilful or intentional misconduct, and does not release any liability that cannot lawfully be released under applicable law. Some places restrict or refuse to enforce liability releases altogether, particularly where the Volunteer is a minor — see the disclaimer on this page and the cover page of this document.

The Volunteer agrees not to sue any Releasee on a claim released by this clause, and agrees that this Waiver binds the Volunteer's heirs, executors, administrators, assigns and legal representatives.

4. Volunteer Status; No Employment Relationship

The Volunteer provides the Volunteer Activity freely and without any expectation of, or entitlement to, wages, salary, commission, tips, or other compensation for time spent on the Volunteer Activity, and confirms that no promise of payment has been made by the Organization.

This Waiver does not create, and is not evidence of, an employment, apprenticeship, joint-employment, or independent-contractor relationship between the Volunteer and the Organization. The Volunteer is not an employee of the Organization for any purpose, including for purposes of workers' compensation, unemployment insurance, minimum wage or overtime law, tax withholding, or eligibility for any employee benefit plan. Because the Volunteer is not an employee, the Volunteer specifically understands and agrees that:

(a) no income, payroll, or employment taxes are withheld from any reimbursement

paid to the Volunteer, because the Volunteer receives no wages to withhold from;

(b) the Volunteer is not covered by the Organization's workers' compensation insurance, if any, and an injury suffered during the Volunteer Activity is instead addressed through the assumption of risk, release, and emergency medical provisions of this Waiver;

(c) the Volunteer is not eligible for health insurance, retirement contributions, paid or unpaid leave, or any other employee benefit the Organization provides to its paid staff;

(d) the Volunteer is not entitled to unemployment benefits based on the end of the Volunteer Activity or the Organization's decision to stop using volunteers; and

(e) the volunteer relationship is at will: either the Volunteer or the Organization may end the Volunteer Activity at any time, for any reason or no reason, without notice, severance, or any obligation to continue the relationship.

5. Reimbursement of Expenses

If the Organization reimburses the Volunteer for reasonable, pre-approved out-of-pocket expenses actually incurred in connection with the Volunteer Activity — such as

[Describe any reimbursable expenses, e.g. mileage, parking, or supplies, or write "none"] —

that reimbursement is a repayment of the Volunteer's own expense, is not wages or compensation for services, and does not change the Volunteer's status under clause 4.

The Volunteer confirms performing the Volunteer Activity primarily for civic, charitable, or humanitarian reasons, and not under any coercion or expectation of current or future paid employment with the Organization.

6. Volunteer Acknowledgement

By signing below, the Volunteer confirms having read this Waiver in full before signing, having had the opportunity to ask questions about it and to have it reviewed by anyone of the Volunteer's choosing, and understanding its terms — including that it is a legal release of rights the Volunteer would otherwise have, and a confirmation of the unpaid, non-employee status described in clause 4.

The Volunteer confirms signing this Waiver voluntarily, of the Volunteer's own free will, and not because of any statement, promise or representation by a Releasee that contradicts this Waiver's terms.

7. Health Disclosure and Emergency Medical Authorization

The Volunteer confirms that the Volunteer is physically able to safely take part in the Volunteer Activity, except as disclosed here:

[Any medical conditions, injuries, medications or physical limitations relevant to participation, or write "none"]

The Volunteer shall tell the Organization promptly of any change to this information before continuing to take part in the Volunteer Activity.

If the Volunteer is injured or becomes ill during the Volunteer Activity and is unable to give consent, the Volunteer authorizes the Organization to arrange, and to consent on the Volunteer's behalf to, the emergency medical examination and treatment that attending medical personnel consider necessary, including transport to a hospital or emergency clinic. All costs of that treatment and transport are the Volunteer's responsibility.

In case of emergency, the Organization should contact:

(a) Emergency contact's name: [Emergency contact's name]

(b) Emergency contact's phone number: [Emergency contact's phone number]

(c) Known allergies or relevant conditions, if any:
[Known allergies or relevant conditions, or write "none"]

(d) Health insurance provider and policy number, if any:
[Health insurance provider and policy number, or write "none"]

8. Parent or Guardian Consent (Minors Only)

Where the Volunteer is under the age of majority in the Volunteer's place of residence, this clause applies and the Volunteer's signature below is given by a parent or legal guardian on the Volunteer's behalf instead of by the Volunteer directly. By signing in that capacity, the undersigned confirms being the parent or legal guardian of the Volunteer, having read this Waiver in full, and on the Volunteer's behalf accepts the risks described in clause 2, gives the release in clause 3, and agrees to every other term of this Waiver, including the confirmation of unpaid, non-employee status in clause 4. Where the Volunteer is not a minor, this clause does not apply and the Volunteer signs in the Volunteer's own capacity.

The Volunteer or, where this clause applies, the parent or legal guardian, is advised that some jurisdictions limit or refuse to enforce a liability release signed on behalf of a minor, regardless of a parent or guardian's consent — see the disclaimer accompanying this document.

9. Governing Law and General

This Waiver and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Arizona] , and the Volunteer submits to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Waiver is the entire agreement between the Volunteer and the Organization about the Volunteer Activity and replaces any earlier discussion or understanding about it. It may only be amended in writing signed by both the Volunteer (or a parent or guardian under clause 8) and the Organization. If any provision of this Waiver is held unenforceable, the rest continues in force, and a failure to enforce any provision is not a waiver of it.

This Waiver is not binding until it has been signed and dated below, may be signed by electronic signature, and the Volunteer confirms having read it in full before signing.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Volunteer (or Parent/Guardian if under 18)

Signature: _____

Printed name: _____

Date: _____

Organization

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____