

# 2024 HANDS OF HOPE VOLUNTEER REGISTRATION & ASSUMPTION OF RISK, RELEASE, AND INDEMNITY AGREEMENT

FOR ADULTS 18 YEARS AND OLDER

## **Participant Information**

Please Print Legibly

Name of Participant:		Email:		
Phone:	Address:			
City:			State:	_ Zip:
Name of Emergency Contact:				
Daytime Phone:		Evening Phone:		

### **Detailed Description of Activities:**

ACTIVITIES INCLUDING BUT NOT LIMITED TO: General warehouse volunteer work, sorting and packaging food, clothing, and other relief supplies. Possibly lifting up to 50 lbs. and may include the use of typical warehouse equipment like box cutters, tape guns, dollies, and pallet jacks. May require prolonged standing or walking. Working in a warehouse environment with limited climate control, which may result in temperature extremes.

CENTER FOR AGRICULTURE & FOOD SECURITY (CAFS) ACTIVITIES: Working with basic gardening tools, including but not limited to, rakes, hoes, trowels, and shears. Working outside in an uncontrolled environment, exposed to sun, wind, rain, mosquitos, flies, and other insects. While unlikely, may also be exposed to properly managed and regulated agricultural chemicals and working within the vicinity of heavy farm machinery. Possibly lifting up to 50 pounds, and watering of crops which may require carrying water more than 100 ft. Traveling off-road into the field and pastures by truck, van, or all-terrain vehicle.

#### **Dates and Locations of Activities:**

Various Convoy of Hope (COH) volunteer service opportunities during 2024 at COH's World Distribution Center located at 1 Convoy Drive, Springfield, MO 65802.

IN CONSIDERATION of my acceptance as a volunteer in the above-referenced activity in cooperation with COH, and other considerations the sufficiency of which is acknowledged, represent, and agree that:

- 1. Status. I am a volunteer and/or self-employed worker and acknowledge that I am not serving as an employee of COH.
  - I attest and certify that I am physically fit and have no medical conditions that would prevent me from participating in the above-referenced activity.
- 2. WARNING REGARDING COVID-19. I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities recommend practicing social distancing. I further acknowledge that Convoy of Hope has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. I further acknowledge that Convoy of Hope cannot guarantee that I will not become infected with the Coronavirus/COVID-19. I understand that the risk of becoming exposed to and infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Convoy of Hope and its employees and staff. I voluntarily seek to participate in the above event and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I am solely responsible for compliance with all applicable precautionary measures of my state and local health agencies, and the CDC.

Under Missouri law, any individual entering the premises or engaging the services of the business waives all civil liability against the individual or entity for any damages based on inherent risks associated with an exposure or potential exposure to COVID-19, except for recklessness or willful misconduct.

#### 3. GENERAL RELEASE AND ASSUMPTION OF RISK:

KNOWING THE RISKS DESCRIBED ABOVE, I AGREE, ON BEHALF OF MY FAMILY, HEIRS, AND PERSONAL REPRESENTATIVES, TO ASSUME ALL THE RISKS AND RESPONSIBILITIES SURROUNDING MY PARTICIPATION IN THE ABOVE-DESCRIBED ACTIVITIES, BOTH KNOWN AND UNKNOWN. TO THE MAXIMUM EXTENT ALLOWED BY LAW, I RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY CONVOY OF HOPE, AND ITS AFFILIATED ENTITIES, PARTNERING ORGANIZATIONS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AND AGENTS, FROM AND AGAINST ANY PRESENT OR FUTURE CLAIMS, LOSSES, LIABILITIES, COSTS AND EXPENSES FOR INJURY TO PERSON OR PROPERTY, OR FOR ANY OTHER DAMAGE, WHICH I MAY SUFFER, OR FOR WHICH I MAY BE LIABLE TO ANY OTHER PERSON, RELATED TO MY PARTICIPATING IN SAID ACTIVITIES (INCLUDING PERIODS IN TRANSIT TO OR FROM MY DESTINATIONS), RESULTING FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE ON MY PART OR ON THE PART OF ANY OF THE RELEASED PARTIES; PROVIDED THAT THIS RELEASE OF LIABILITY SHALL NOT APPLY TO GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT.

- 4. I expressly waive any defense to the enforcement of any provision of this commitment arising from a claim of lack of consideration and warrant that this commitment constitutes a legal, valid, and binding obligation upon me enforceable against me in accordance with its terms.
- 5. Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
- 6. I expressly agree that this assumption of risk, release, and indemnity agreement is intended to be as broad and inclusive as permitted by law. I further state that I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS, AND I VOLUNTARILY SIGN THIS AGREEMENT AS MY OWN FREE ACT.

## Photograph & Video Release

I hereby grant COH, its affiliates, partners, and agents permission to the rights of my image, likeness, and sound of my voice as recorded on audio or video without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published, or distributed, and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording.

I agree that COH may use such images of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release, defend, hold harmless and indemnify COH from any and all claims for utilizing this material.

#### I ACCEPT THE ABOVE TERMS

I certify that I am age 18 or older. I understand and agree that no oral or written representations can or will alter the contents of this document. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri, excluding its choice of law rules, and all claims relating to or arising out of this Agreement, including claims for injuries or wrongful death in any way related to the above-described activities, shall likewise be governed by the laws of the State of Missouri, excluding its choice of law rules.

Signature		Printed Name		Date	
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- □ Check this box if you prefer <u>not</u> to receive the Convoy of Hope Newsletter
- □ Check this box if you would like to receive text message updates\*
- \* SMS is available on most carriers. Msg & Data rates may apply. Msg frequency may vary. Text STOP to 68828 to STOP.