

=SINCE 1991=  
THE SCRAP EXCHANGE  
CREATIVE REUSE ARTS CENTER  
2050 CHAPEL HILL RD.  
DURHAM, NC 27707



## RELEASE AND WAIVER OF LIABILITY for CONTINUED VOLUNTEERING

All volunteers must have a completed “Release and Waiver of Liability” on file with The Scrap Exchange volunteer program. Volunteers are required to complete a new waiver each year. If you do not have an updated Waiver of Liability form on file, you cannot volunteer with The Scrap Exchange. Please complete this form in ink, and return it to the office of the Volunteer Program Manager.

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This Release and Waiver of Liability (the “Release”) is executed on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_ (the “Volunteer”) in favor of The Scrap Exchange.

The Volunteer desires to work as a volunteer for The Scrap Exchange and engage in the activities related to being a volunteer (“Activities”). The Volunteer does hereby freely, voluntarily, and without duress execute this Release under the following terms:

- 1. Waiver and Release.** The Volunteer does hereby release and forever discharge and hold harmless The Scrap Exchange, as well as all of its owners, directors, officers, employees, agents, insurers, or representatives (collectively, the “Released Parties”) and their successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Volunteer’s participation in Activities with any of the Released Parties. The Volunteer understands that this Release discharges the Released Parties from any liability or claim that the Volunteer may have against the Released Parties with respect to any bodily injury, personal injury, illness, disability, death, or property damage that may result from the Volunteer’s participation in Activities, whether caused by the negligence of the Released Parties or otherwise arising. The Volunteer also understands that the Released Parties do 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, illness, disability, death, or property damage.
- 2. Medical Treatment.** The Volunteer does hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or medical service rendered in connection with or arising out of the Volunteer’s participation in Activities.
- 3. Assumption of the Risk.** The Volunteer understands that Activities may include: working in The Scrap Exchange’s warehouse; lifting and moving moderately heavy items; working with hazardous and potentially hazardous materials such as cleaning solutions, gasoline, glass, and porcelain; and utilizing moving equipment such as hand trucks, flatbed carts, and pallet jacks. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in performing all Activities and releases The Scrap Exchange from all liability for injury, illness, disability, death, or property damage resulting from the Volunteer’s participation in and/or performance of Activities.
- 4. Insurance.** The Volunteer understands and agrees that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry, or maintain health, medical, travel, disability, or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability, or other insurance coverage

5. **Photographic Release.** The Volunteer does hereby grant and convey unto the Released Parties all right, title, and interest in any and all photographic images and video or audio recordings made by the Released Parties during programs or Activities, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. **Sexual Offender Screening.** The Scrap Exchange screens all potential volunteers on the National Sex Offender Public Registry. The Scrap Exchange reserves the right to recheck sex offender status at any time during the volunteer process. By completing this application, you are expressly consenting to such inquiry. Any person who does not consent to a sex offender registry check will not be permitted to become a Volunteer with The Scrap Exchange

7. **Other.** The Volunteer expressly agrees that the Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. The Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of 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.

To express understanding of and agreement with this Release, the Volunteer signs below.

Volunteer Name: \_\_\_\_\_

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

**IMPORTANT: If the Volunteer is less than 18 years of age or is not legally competent to execute legal documents on his or her own behalf, a custodial parent or legal guardian must also sign this Release.**

Name (Please Print): \_\_\_\_\_

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

### Service Agreement

I, \_\_\_\_\_, state that the policies and expectations have clearly been explained to me.

I will adhere to the expectations set forth by The Scrap Exchange Volunteer program, and I understand that I can be dismissed from the program if I behave in any inappropriate manner. I will also follow the safety tips set out before me. I will not be compensated for my work, and if I want to transition into a long-term role, I realize that I will need to receive additional training.

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Signature of the volunteer

Date

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If volunteer is under 18 or legally incompetent, Signature of Parent/Guardian

Date