

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



Volunteer Name: _____

Date Signed: _____

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. If you do not have a 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.

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.

By signing below, I verify that I understand and agree to all of the above and that I will adhere to the expectations set forth by The Scrap Exchange Volunteer Program as stated in the Volunteer Guidelines and explained during a volunteer orientation.

VOLUNTEER (If volunteer is over 18 years of age)

Volunteer Name (Please print): _____

Signature: _____ Date: _____

PARENT OR LEGAL GUARDIAN (If volunteer is under 18 years of age)

Guardian Name (Please Print): _____

Signature: _____ Date: _____