



Rebuilding Together Arlington/Fairfax/Falls Church, Inc.

2023 VOLUNTEER'S AGREEMENT AND RELEASE FROM LIABILITY – ADULT

This Volunteer's Agreement and Release of Liability (this "Agreement and Release") is executed by the undersigned volunteer as of the date indicated below in favor of Rebuilding Together Arlington/Fairfax/Falls Church, Inc. and Rebuilding Together, Inc.

Please carefully read each section of this Agreement and Release and sign and date this Agreement and Release where indicated (or confirm your acceptance of this Agreement and Release, if it is completed electronically). Your signature below, or electronic confirmation (if this Agreement and Release is completed electronically) constitutes your irrevocable and unconditional consent to the terms hereof. Failure to sign and date this Agreement and Release or confirm electronically (if this Agreement and Release is completed electronically) will make you ineligible to participate as a volunteer.

- 1. VOLUNTARY PARTICIPATION:** I acknowledge that I have voluntarily applied to participate in activities conducted by Rebuilding Together Arlington/Fairfax/Falls Church, Inc.'s ("RT-AFF") in which the homes of low-income persons, nonprofit facilities serving people in need and community spaces will be repaired or renovated by volunteers (skilled and unskilled) (the "Program"). I understand that as a volunteer I will not be paid for my services, will receive no benefits, and am responsible for my own insurance coverage in the event of personal injury or illness arising from my volunteer services. I agree to refrain from sexual harassment, consisting of, but not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. I further agree that my participation in the Program may be terminated at any time by RT-AFF, any sponsorship group to which I may belong, or by me.
- 2. ASSUMPTION OF RISK:** I am aware that by participating in the Program, I may be exposed to personal injury, illness, death or damage to my property as a result of my activities, the activities of other volunteers or the conditions under which my volunteer services are performed. I further understand and agree that by participating in the Program, that I may become exposed to viruses, such as COVID-19, infectious diseases, and potentially biological and chemical hazards unique to the specific project I am working on including, but not limited to, exposure to mold, mold spores, and chemicals used in the treatment and removal of mold and mold spores, and that exposure to mold and mold spores carries with it certain risks including, but are not limited to: allergic reactions, irritation associated with volatile organic compounds (VOCs), invasive disease, and mycotoxicosis. I acknowledge that (a) these risks are increased if I am elderly or suffer from immune system deficiencies due to disease, chemotherapy, or other causes, (b) infants are also susceptible to increased risks, and (c) I should make every effort to avoid exposing family members to contaminated clothing or tools. With knowledge of these risks, I agree to accept any and all risks of personal injury, illness, death or damage to my property related to or arising out of my participation in the Program. I further agree to comply with any applicable protocol, rule or directive (including any protocols related to infectious diseases such as the coronavirus) and assume the complete risk of any activity done (or not done) by me in violation of any applicable protocol, rule or directive.
- 3. RELEASE:** In consideration of the opportunity afforded me to participate in the Program, I, on behalf of myself and my successors, assignees, heirs, guardians and legal representatives, hereby irrevocably and unconditionally (a) waive and release any and all claims for personal injury, illness, death or damage to property and any and all claims that arise on account of any first aid, treatment or service rendered to me, in each case, related to or arising out of my participation in the Program (collectively, the "Released Claims") against Rebuilding Together Arlington/Fairfax/Falls Church, Inc., Rebuilding Together, Inc., Arlington County, Fairfax County, and all of their respective officers, directors, contractors, agents and volunteers, any financial or in-kind sponsor of the Program, including governmental and non-

Project #: _____ Group Name _____ Homeowner _____

governmental funding sources, any supplier of any materials or equipment that is used in the Program, any other volunteer or service recipient participating in the Program or any recipient of the benefits of the Program (collectively, the “Released Parties”); and (b) agree not to assert or prosecute (or assist any other person or entity in asserting or prosecuting) any Released Claim against any Released Party. I understand and agree that no Released Party assumes any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health and/or life insurance with respect to any Released Claim. Notwithstanding anything contained in this Paragraph 3 to the contrary, the release specifically excludes the act of any other volunteer and/or the homeowner which is determined to be grossly negligent or was done willfully and wantonly, and further excludes claims against manufacturers or suppliers for injury or death suffered by me as a direct cause and consequence of defectively manufactured materials, supplies, and/or equipment received from suppliers to the Program that are delivered to the site where I am participating in the Program.

4. **VIDEO/AUDIO MATERIALS RELEASE:** I grant and convey to RT-AFF all right, title and interest in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by RTAFF in connection with my providing volunteer services in the Program and consent to RT-AFF’s unrestricted use of such materials in connection with the Program.
5. **GOVERNING LAW AND SEVERABILITY:** I (a) acknowledge that this Agreement and Release is intended to be interpreted as broadly and inclusively as permitted by the laws of the Commonwealth of Virginia, (b) agree that this Agreement and Release shall be governed by the internal laws of the Commonwealth of Virginia, and (c) agree that if any clause or provision of this Agreement and Release is 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.
6. **KNOWING AND VOLUNTARY EXECUTION:** I have carefully read and understand this Agreement and Release and any questions of mine have been answered. I am aware that this is a contract and a release of liability between myself and the Released Parties. I have signed this Agreement and Release voluntarily and of my own free will. I certify that I am eighteen years of age or older. I agree that this Agreement and Release governs all my volunteer activities with RT-AFF during the calendar year 2023 and that I will be required to sign a new Agreement and Release if I intend to volunteer for any succeeding years.

Executed in (City) _____, Virginia, on (date) _____			
Volunteer Name _____		Signature _____	
Volunteer Address:			
_____	_____	_____	_____
Street	City	State	Zip
Phone _____		Email _____	
Name of Group you are volunteering with (if any) _____			
<input type="checkbox"/> Please add me to your e-news and announcements			
<input type="checkbox"/> I would like to be contacted about volunteer opportunities during the year			

Form must be completed prior to participating in any project activities.

House Captain to turn in all forms to RT-AFF after project is completed.

Rebuilding Together-AFF, 10723 Main Street, Suite 135, Fairfax, VA 22030

Email PDF to: info@rebuildingtogether-aff.org or call 703-528-1999 for additional information

1/5/2023