



Volunteer's Agreement and Release of Liability

This Volunteer's Agreement and Release of Liability (this "Release") is executed by the undersigned volunteer (and, if the undersigned is less than 18 years of age, the undersigned volunteer's parent or guardian) as of the date indicated below in favor of Rebuilding Together Montgomery County, Inc., a Maryland nonprofit corporation ("Rebuilding Together Montgomery County"), each of Rebuilding Together Montgomery County's directors, officers, employees and agents and each of the other Released Parties described in paragraph 3 of this Release. Please read each section carefully and sign and date this Release where indicated (or confirm your acceptance of this Release if this Release is completed electronically). Your signature below, or electronic confirmation (if this Release is completed electronically) constitutes your irrevocable and unconditional consent to the entirety of this Release. Failure to sign and date or confirm electronically (if this Release is completed electronically) this Release will make you ineligible to participate as a volunteer.

1. **Voluntary Participation.** I acknowledge that I have voluntarily applied to participate in a project sponsored by Rebuilding Together Montgomery County in which multiple homes and/or community spaces will be repaired by volunteers (the "Project"). I understand that as a volunteer I will not be paid for my services and that I am not acting as an employee of Rebuilding Together Montgomery County I further agree that my participation in the project may be terminated at any time by Rebuilding Together Montgomery County.
2. **Assumption of Risks.** I am aware that by participating in the Project, 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 Project, that I may become exposed to biological and chemical hazards unique to the Project 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 Project. I further assume the complete risk of any activity done (or not done) by me in violation of any rule or directive or instruction related to the Project.
3. **I agree:**
 - a. Not to participate in the Project if I have had a body temperature of 100.4 degrees or higher during the previous 14 days or have suffered any symptoms of the COVID-19 virus, the flu, or the common cold;
 - b. To have my body temperature taken with a non-contact forehead thermometer as a condition to entering the Project premises and will immediately exit the Project premises if my body temperature is 100.4 degrees or higher;
 - c. To comply with all project management, sanitation and cleanliness and "social distancing" rules, policies and guidelines established by Rebuilding Together Montgomery County that are applicable to the Project, including with respect to hand washing, wearing a protective face mask/covering and gloves, and using my best efforts to maintain an appropriate distance from others; and
 - d. That I (a) am participating in the Project at my own risk and may be exposed to persons carrying or who exhibit symptoms of the COVID-19 virus, (b) have voluntarily assumed such risk and (c) have waived and released any and all claims related to the foregoing under paragraph 4 of this Release.
4. **Release.** In consideration of the opportunity afforded me to participate in the Project, 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 Project (collectively, the "Released Claims") against Rebuilding Together Montgomery County's respective directors, officers, employees or agents, any financial or in-kind sponsor of the Project, any supplier of any materials or equipment that are used during the Project, any other volunteer or service recipient participating in the Project or any recipient of the benefits of the Project (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.
5. **Media/Video/Photo Release.** I hereby (a) grant Rebuilding Together Montgomery County the irrevocable and unrestricted world-wide right and permission (with the unrestricted right to make further grants of such right and permission to Rebuilding Together Montgomery County's affiliated organizations and other persons or entities acting with Rebuilding Together Montgomery County (or any of its affiliated organizations') authority and/or permission (collectively, "Sub-Grantees")) to copyright in Rebuilding Together

Montgomery County's (or any applicable Sub-Grantee's) name or otherwise, and use, re-use, produce, reproduce, publish, store, distribute, re-distribute, transmit, retransmit and display my name, photographic, video, audio or other recordings of images of my likeness and/or statements by me, in or through any form of media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, signage, internet, electronic commerce or any other purpose whatsoever; (b) irrevocably and unconditionally waive, on behalf of myself and my successors, assignees, heirs, guardians and legal representatives, any rights to royalties, proceeds or other amounts payable with respect to any of the foregoing and (c) consent to Rebuilding Together Montgomery County's or any such Sub-Grantee's making of any such photographic, video, audio or other recordings in connection with my participation in the Project. I hereby release, discharge and agree to indemnify and hold harmless Rebuilding Together Montgomery County, any Sub-Grantee and Rebuilding Together Montgomery County's and any Sub-Grantee's respective directors, officers, employees and agents from and against any liability related to or arising out of any blurring, distortion, alteration, optical illusion or use in whole, part or composite form, whether intentional or otherwise, that may occur or be produced in the taking of any such photographic, video, audio or other recording or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

6. **Code of Conduct.** I hereby acknowledge and agree that, in connection with my participation in the Project, I will:
- a. Treat others with respect, courtesy, and dignity, including by refraining from using language and actions contrary to Rebuilding Together Montgomery County's expectations;
 - b. Obey all local, state, and federal laws and respect local customs, culture and practice;
 - c. Not possess and will refrain from the use of illicit drugs, and any other illegal substances according to local, state, and federal laws (and I understand that the possession or use of any such illicit drugs and other illegal substances is prohibited at all times during the Project and that the possession or use of such drugs or other substances may result in criminal prosecution);
 - d. 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 (and I understand that any such actions will not be tolerated in any manner in connection with the Project and will result in my immediate removal from the Project and all related activities);
 - e. Refrain from taking any action that endangers myself or others;
 - f. Respect at all times the facilities, equipment, rooms, buildings, and surroundings related to the Project;
 - g. Become familiar with the rules, regulations and safety guidelines issued by the manufacturer or seller of any tool, product, or material used by me during the course of the Project and not violate such rules, regulations and safety guidelines; and
 - h. Immediately report accidents, injuries, and illnesses to the Project organizers or leaders.

I further acknowledge and agree that Rebuilding Together Montgomery County reserves the right to notify law enforcement as it deems necessary and appropriate in connection with the Project.

7. **Governing Law and Severability.** I (a) acknowledge that this Release is intended to be interpreted as broadly and inclusively as permitted by the laws of Maryland, (b) agree that this Release shall be governed by the internal laws of Maryland and (c) agree that if any clause or provision of this 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.
8. **Knowing and Voluntary Execution.** I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACT AND A RELEASE OF LIABILITY BETWEEN MYSELF AND REBUILDING TOGETHER MONTGOMERY COUNTY AND THE OTHER RELEASED PARTIES DESCRIBED IN THIS RELEASE AND I SIGN IT OF MY OWN FREE WILL.

Volunteer's Signature

Date

Name of Volunteer (please print)

PARENT/GUARDIAN RELEASE FOR MINORS (under 18 years old)

The undersigned parent/guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the Project and has agreed individually and on behalf of such child or ward to the terms of the Release set forth above. The undersigned parent/guardian further agrees to indemnify and hold harmless each of the Released Parties from and against any and all liability, losses, costs, claims or damages whatsoever which may be imposed upon any Released Party because of any defect in or lack of such capacity to so act.

Parent/Guardian's Signature

Date

Name of Parent/Guardian (please print)