

Volunteer Liability Release Form

In consideration of my desire to serve as a volunteer in efforts to be conducted by Crossnore School & Children's Home, I hereby assume all responsibility for any and all risk of property damage or bodily injury that I may sustain while participating in any volunteer efforts, including the use of facilities and equipment belonging to or in the possession of Crossnore School & Children's Home.

Further, I, for myself and my heir, executors, administrators and assigns, hereby release, waive, and discharge Crossnore School & Children's Home and its officers, directors, employees, agents, and volunteers of and from any and all claims which I or my heirs, administrators, and assigns ever may have against any of the above for, on account of, by reason of, or arising in connection with such volunteer efforts or my participation therein, and hereby waive all such claims, demands, and causes of action.

Further, I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the State of North Carolina, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I currently have no known mental or physical condition that would impair my capability for full participation as intended or expected of me.

Further, I have carefully read the foregoing release and indemnification and understand the contents thereof and sign this release as my own, free act.

Volunteer Signature

Date

Volunteer Printed Name

This statement remains in effect for one year from the date of signature.



Crossnore School & Children's Home Volunteer Confidentiality Statement

DATE: _____

NAME: _____

I understand that during the interview process or during my time at Crossnore School & Children's Home, I may be exposed to residents or clients in care of Crossnore School & Children's Home.

I agree to not take any photos of residents or clients in the care of Crossnore School & Children's Home.

I agree to respect and hold confidential the identity of any resident, client, or client family I may be aware of. I further agree to hold all information to which I have access as confidential, and I will not divulge any information to any unauthorized persons. I will refer all requests for information to Crossnore School & Children's Home. I understand that divulging any confidential information to unauthorized persons may expose me to civil action and/or suspension from activities or employoment at Crossnore School & Children's Home.

My signature below indicates that I understand and am willing to comply with the foregoing statement.

Volunteer Signature

Date

Crossnore School & Children's Home Representative Signature Date

This statement remains in effect for one year from the date of signature.

Would you like to receive additional information about Crossnore School & Children's Home?

Add me to the e-newsletter list. Email address:_____

Add me to your mailing list. Mailing address:_____



NCDHHS DIVISION OF SOCIAL SERVICES STATEMENT

As an employee/volunteer/applicant or intern of Crossnore School & Children's Home, I attest that:

- 1. I have no criminal convictions in any state that would adversely affect my capacity or ability to provide care, safety, and security for children in residence and to fulfill my other job responsibilities.
- 2. I have not abused or neglected a child.
- 3. I have not been a respondent in a juvenile court proceeding that resulted in the removal of a child, and
- 4. I have had no involvement with child protective services that has resulted in the removal of a child.
- 5. I have not abused, neglected, or exploited a disabled adult.
- 6. I have not been a domestic violence perpetrator and have not committed an act of domestic violence upon another person.

Employee/Volunteer/Applicant/Intern Signature

Crossnore School & Children's Home Representative Signature

This statement remains in effect for one year from the date of signature.

Date

Date



RELEASE & WAIVER OF LIABILITY

The purpose of this Release & Waiver of Liability ("Waiver") is to inform you of your potential exposure to COVID-19 and other risks, associated with participating in ______

_ ("Volunteer Activity") and your obligation to comply with

certain requirements to participate.

You must read and sign this Waiver before being allowed to Participate in the Volunteer Activity.

For and in consideration of permitting me to participate in the Volunteer Activity, I voluntarily sign and agree to this Waiver. This Waiver shall remain in effect from the date of signature throughout any period during and after my participation in the Volunteer Activity, to the extent related to the Volunteer Activity. I state and agree as follows:

- 1. I am submitting this Waiver so that I may participate in the Volunteer Activity, enter any facilities associated with the Volunteer Activity and/or use the resources associated with the Volunteer Activity. I am of legal age and am competent to sign this Waiver
- 2. I acknowledge that participating in the Volunteer Activity, including entering and using any associated facilities and/or resources places me at risk of exposure to COVID-19 and other physical risks. I am responsible for knowing my own state of health at all times, being familiar with and complying with all CDC published guidelines. If I have any questions regarding my health, either now or in the future, I acknowledge I should consult a physician and not participate in the Volunteer Activity.
- 3. I represent and warrant that as of each date I participate in the Volunteer Activity, I will perform a daily wellness check prior to reporting for in-person activity for any duration of time. If based on my wellness check responses, I am not cleared to work, I understand and agree that I will not participate in the Volunteer Activity.
- 4. I represent and warrant that as of each date I participate in the Volunteer Activity, I must carefully consider any in-person activity, including current guidelines regarding face coverings, social distancing, cleaning and disinfecting, hand washing, and physical workspace requirements.
- 5. I acknowledge that I am participating in the Volunteer Activity and/or using any associated facility and/or resources at my own risk and doing so is completely voluntary.

TO THE FULLEST EXTENT ALLOWED BY LAW, I, FOR MYSELF AND MY NEXT OF KIN, HEIRS, ADMINISTRATORS, AND EXECUTORS (COLLECTIVELY, "RELEASORS"), HEREBY ASSUME THE ABOVE RISKS AND RELEASE, FOREVER DISCHARGE, HOLD HARMLESS, AND COVENANT

NOT TO FILE SUIT AGAINST CROSSNORE SCHOOL & CHILDREN'S HOME OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, CONTRACTORS, OR ASSIGNS, IN THEIR INDIVIDUAL OR CORPORATE CAPACITY, (COLLECTIVELY, "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES, AND LIABILITIES, WHETHER ARISING UNDER A THEORY OF CONTRACT, WARRANTY, TORT, NEGLIGENCE, GROSS NEGLIGENCE, FRAUD, STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER THEORY, RELATING TO ANY CLAIM RELEASORS MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY DEATH, PERSONAL INJURY, ILLNESS (INCLUDING ANY ILLNESS OR INJURY RELATED TO COVID-19), PROPERTY DAMAGE, PECUNIARY LOSS, OR OTHER LOSS, DAMAGE, COST, OR EXPENSE THAT MAY BE SUFFERED AS A RESULT OF MY PARTICPATION IN THE VOLUNTEER ACTIVITY AND ANY ENTRY INTO OR USE OF ASSOCIATED FACILITIES OR RESOURCES, INCLUDING LOSS OR DAMAGE CAUSED PARTIALLY OR ENTIRELY BY THE ACTS OR OMISSIONS OF ANY RELEASED PARTY. NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OR RELEASE OF CLAIMS ARISING UNDER ANY WORKERS' COMPENSATION STATUTE.

- 6. I acknowledge that the Released Parties do not have expertise or even knowledge in diagnosing, examining, or treating medical conditions of any kind or in determining the existence or effects of COVID-19. I acknowledge that in participating in the Volunteer Activity and/or entering or using any associated facility and/or resources, there is a possibility of accidental or other physical injury or illness, including exposure to COVID-19, loss of life, or loss of my property. I have been fully advised and understand completely the hazards and dangers incidental to participating in the Volunteer Activity and entering or using any associated facility and/or resources, and I hereby assume all such risks and dangers attendant to those activities, including the negligence of any of the Released Parties, to the fullest extent allowed by law.
- 7. I acknowledge that the Released Parties do not have expertise or knowledge in evaluating the efficacy or safety of any COVID-19 Vaccine. I acknowledge that the COVID-19 Vaccine may not offer complete immunity to COVID-19 and that in participating in the Volunteer Activity and and/or entering or using any associated facility and/or resources, there is a possibility of accidental or other physical injury or illness, including exposure to COVID-19, loss of life, or loss of my property. I have been fully advised and understand completely the hazards and dangers incidental to participating in the Volunteer Activity and entering or using any associated facility and/or resources, and I hereby assume all such risks and dangers attendant to those activities, including the negligence of the Released Parties, to the fullest extent allowed by law.
- 8. The Released Parties can rely on all representations made by me in this Waiver. I understand that I can and will be disqualified from participating in the Volunteer Activity and entering or using any associated facility or resources if any statement made by me in this Waiver is false or inaccurate. This Waiver shall be construed under the laws of the state North Carolina. If any provision of this Waiver is deemed unenforceable by law, (a) the Released Parties shall have the right to modify such provision to the extent necessary to be deemed enforceable, and (b) all other provisions of this Waiver shall remain in full force and effect.
- 9. I have been given ample opportunity and time to read, and have carefully read, this Waiver, and am encouraged to review it with an attorney of my choosing. I understand that I have given up substantial rights by signing this Waiver, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me. I intend for my signature to be a complete and unconditional release of liability and assumption of risk to the greatest extent allowed by law. I understand the contents and agree to be bound by the terms and conditions of this Waiver, which

contains the entire understanding relating to the subject matter herein and cannot be changed or amended, except in a writing signed by an authorized representative of the Released Parties.

I HAVE READ THIS RELEASE and WAIVER of LIABILITY, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT.

Witness

Printed Name

Signature

Date