

Guest & Volunteer Agreements and Releases

GUESTS

GUEST AGREEMENT & RELEASE: I have read, understand and agree to the following as a condition of being admitted as a guest at Haven for Hope's (H4H) campus: (1) I have never been convicted of a sexual offense in any jurisdiction and I understand and consent to my identity being entered and searched in a national sex offender registry; (2) I will comply with all H4H policies, rules and instructions while on campus and have been provided an opportunity to review said policies, rules and instructions; (3) I understand that the identity and personal information of persons receiving services at H4H is highly confidential and protected by state and federal laws, and I will not use or disclose such information in any manner, to include photographs; (4) in connection with my visit(s) on campus, I give H4H permission to use, for lawful purposes, my name, likeness, voice, biographic and/or other information, in print, television, radio broadcasts, and electronic communications (including website and social media), without restriction, including for purposes of publicity, articles, advertising, fundraising and promotion; (5) I am 18 years of age or older, or my parent or legal guardian is executing this release. In consideration of H4H permitting me to come onto the H4H campus, and I **ASSUME ALL RISKS ASSOCIATED WITH MY PRESENCE ON THE H4H CAMPUS, PROMISE NOT TO SUE, AND HEREBY RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS H4H, THE CITY OF SAN ANTONIO, BEXAR COUNTY, AND THEIR RESPECTIVE OFFICERS/OFFICIALS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND VOLUNTEERS ("HAVEN GROUP") FROM AND AGAINST ALL LIABILITY OF ANY KIND RESULTING FROM OR ARISING OUT OF MY PRESENCE ON THE CAMPUS, INCLUDING BUT NOT LIMITED TO, LIABILITY ARISING FROM THE NEGLIGENCE (EXCEPT THE SOLE OR GROSS NEGLIGENCE) OR FAULT OF ANY MEMBER OF THE HAVEN GROUP, FOR MY DEATH, INJURY, ILLNESS, PROPERTY DAMAGE OR LOSS. THIS RELEASE SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE AND WAIVER TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.** Haven for Hope respects the privacy of our guests and will not share any personal information with third-party organizations/companies.

PARENT OR GUARDIAN AUTHORIZATION (IF GUEST IS UNDER 18 YEARS OF AGE): My child, as indicated on my electronic registration for him/her, is or will be a guest at Haven for Hope of Bexar County (H4H). I am either the parent or legal guardian of the child, and I warrant that I possess all the rights, powers, and privileges of a parent or legal guardian necessary to execute this document with binding legal effect.

I give consent for my child to visit H4H. I understand the risks involved with any such extracurricular activity. In case of a medical emergency, in my absence, I hereby authorize an adult representative of Haven for Hope, to consent to any medical, dental or surgical examinations, services, or treatment for my child; and I agree to pay for all costs for this emergency care.

I understand that the following are conditions of my child's admission as a guest at the H4H campus: (1) my child has not been adjudicated as a sexual offender in any jurisdiction; (2) my child will comply with all H4H policies, rules and instructions while on campus; (3) my child understands that the identity and personal information of persons receiving services at H4H is highly confidential and protected by state and federal laws, and will not use or disclose such information in any manner, to include taking photographs; (4) in connection with my child's visit(s) on campus, I give H4H permission to use, for lawful purposes, his or her name, likeness, voice, biographic and/or other information, in print, television, radio broadcasts, and electronic communications (including website), without restriction, including for purposes of publicity, articles, advertising, fundraising and promotion; and (5) **I ASSUME ALL RISKS ASSOCIATED WITH MY CHILD'S PRESENCE ON THE H4H CAMPUS, PROMISE NOT TO SUE, AND HEREBY RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY HOLD HARMLESS H4H, THE CITY OF SAN ANTONIO, BEXAR COUNTY, AND THEIR RESPECTIVE OFFICERS/OFFICIALS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND VOLUNTEERS ("HAVEN GROUP") FROM AND AGAINST ALL LIABILITY OF ANY KIND RESULTING FROM OR ARISING OUT OF MY CHILD'S PRESENCE ON THE CAMPUS, INCLUDING BUT NOT LIMITED TO, LIABILITY ARISING FROM THE NEGLIGENCE (EXCEPT THE SOLE OR GROSS NEGLIGENCE) OR FAULT OF ANY MEMBER OF THE HAVEN GROUP, FOR MY CHILD'S DEATH, INJURY, ILLNESS, PROPERTY DAMAGE OR LOSS.**

SIGNATURE/ AUTHORIZATION: I have read this form and agree to the disclosures described above. I acknowledge that I have signed this form electronically. The named person or his/her legally authorized representative has a right to receive a copy of this signed form.

VOLUNTEERS

VOLUNTEER AGREEMENT & RELEASE: I hereby agree to accept a position as a volunteer worker for Haven for Hope ("H4H"). I agree to comply with all of H4H's policies, rules and regulations while on the H4H campus, and I understand that failure to do so may result in my immediate termination as a volunteer. I agree to do carry out my volunteer responsibilities in an accurate and professional manner. This includes being courteous and helpful to everyone at the H4H campus, including residents, staff, other volunteers, and visitors. I agree that my services are provided strictly on a volunteer basis, without any pay or compensation, and all services are performed at my own risk. I recognize that all records, files, forms, applications, mail lists, passwords, security codes, and other information that I create or receive as a volunteer at H4H, and all items belonging to H4H or bearing H4H's logo or name, are H4H's sole property and may not be disseminated, used, published, or sold by me without the written consent of the Director of Volunteer Services.

PUBLIC STATEMENTS; HAVEN'S LOGOS, ETC.; MEDIA RELEASE: I understand that I am not authorized to make any public statements whatsoever about or on behalf of H4H, including on social media or to any media organizations (including through advertisements, press releases, articles, interviews, etc.) without prior written approval from H4H. I will not use H4H's name, logo or other intellectual property unless I am specifically authorized to do so by H4H. I understand that public relations are an important part of volunteering at H4H. On behalf of myself, my heirs, personal representatives, and executors, I give H4H permission to use, for any lawful purpose (including for publicity, advertising, and fundraising) any and all photographs and/or video taken of me including but not limited to the following: H4H's official website, all social networking sites, and/or various non-related websites.

SEX OFFENDER REGISTRY: I attest that I have not been charged with or convicted of, a sexual offense in any jurisdiction, and am not a Registered Sex Offender. I understand that H4H reserves the right to vet volunteers through the National and Texas Sex Offender Registries.

STATEMENT OF CONFIDENTIALITY: I understand that the identity and personal information of persons receiving services at H4H ("clients") is highly confidential and protected by state and federal laws and H4H policies, and I will not use or disclose such information in any manner, to include taking photographs, except in accordance with H4H's policies and unless I first obtain written approval from the H4H Volunteer Services Department. Such information includes (but is not limited to) records concerning the identity, diagnosis, prognosis, and or services provided to clients by H4H or any of its partners. This confidentiality obligation continues to apply after I cease to be an H4H volunteer. I acknowledge that I have read and understand the above statements and will keep in strict confidence any such information that I observe or is revealed to me while I am at the H4H campus or participating in any volunteer event or activity elsewhere. I understand that this provision prohibits me from communicating any such confidential information to anyone except expressly allowed by H4H's policy.

RELATIONSHIPS WITH CLIENTS: I understand that in the interest of maintaining client privacy and to allow them the space for transformation, it is important that I never cross professional boundaries with clients, which would include giving things of value to clients; giving rides to clients, except as is authorized under the Authorized Drivers clause below; or engaging in social activities with clients other than events sponsored by H4H or its partner agencies to which I am invited. I also understand that an individual who has a pre-existing personal relationship with a member currently residing on the H4H campus or a guest in the courtyard may not be eligible to volunteer at H4H. I do not currently have such a relationship and will inform the H4H Director of Volunteer Services if, at any time, this statement becomes untrue.

AUTHORIZED DRIVERS: I will not offer or give a ride to any client, nor drive any H4H vehicle, unless I am an H4H Approved Driver. "Approved Driver" means a person who has been approved by the H4H Volunteer Services & Life Safety Departments and H4H's insurer, as a driver of H4H vehicles. If I am an Approved Driver, I agree to: (a) comply at all times with the H4H Vehicle Use Policy (on the H4H intranet) in connection with activities at or for H4H; (b) immediately notify the H4H Life Safety Director if my license is suspended or revoked; (c) maintain my personal auto liability insurance as required by state law and will provide proof of such insurance to H4H on request; and (d) transport H4H clients solely at the direction of H4H staff, solely in H4H vehicles; and always with the accompaniment of another H4H volunteer or staff member.

WAIVER OF LIABILITY: I UNDERSTAND THERE MAY BE RISKS ASSOCIATED WITH PARTICIPATING AS AN H4H VOLUNTEER. BY CHOOSING TO PARTICIPATE, I ACKNOWLEDGE THAT I AM ASSUMING THOSE RISKS ON BEHALF OF MYSELF. IN CONSIDERATION OF H4H PERMITTING ME TO COME ONTO THE H4H CAMPUS AND PARTICIPATE AS A VOLUNTEER, I PROMISE NOT TO SUE AND HEREBY RELEASE, DISCHARGE AND AGREE TO INDEMNIFY AND HOLD HARMLESS H4H, THE CITY OF SAN ANTONIO, BEXAR COUNTY, AND THEIR RESPECTIVE OFFICERS/OFFICIALS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, VOLUNTEERS, THE ACTIVITY OR EVENT HOLDERS, ACTIVITY OR EVENT SPONSORS, AND ACTIVITY OR EVENT VOLUNTEERS ("HAVEN GROUP") FROM AND AGAINST ALL LIABILITY OF ANY KIND RESULTING FROM OR ARISING OUT OF MY PRESENCE ON THE CAMPUS OR PARTICIPATION IN VOLUNTEER EVENTS AND TRAVEL TO AND FROM SUCH EVENTS, INCLUDING BUT NOT LIMITED TO, LIABILITY ARISING FROM THE NEGLIGENCE (EXCEPT THE SOLE OR GROSS NEGLIGENCE) OR FAULT OF ANY MEMBER OF THE HAVEN GROUP, FOR MY DEATH, INJURY, ILLNESS, PROPERTY DAMAGE OR LOSS. THIS RELEASE SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE AND WAIVER TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

POLICIES AND PRACTICES: I agree to actively perform my duties to the best of my ability and adhere to H4H Volunteer Policies and Practices, and H4H's rules, regulations, policies and instructions that apply to me while I am on the H4H campus or participating in a volunteer event. If I have any questions regarding H4H's policies and practices, I will discuss them with the H4H Director of Volunteer Services or the Haven Legal department.

DRUG FREE WORKPLACE POLICY: I understand that I am covered by H4H's Drug Free Workplace Policy whenever I am on the H4H campus and any other places where I am involved in activities as an H4H volunteer. That policy prohibits the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the H4H workplace, and I will be terminated as an H4H volunteer if I violate the policy.

PARENT OR GUARDIAN'S WAIVER AND AUTHORIZATION (IF VOLUNTEER IS UNDER 18 YEARS OF AGE): My child, as indicated on my electronic registration, is a volunteer with Haven for Hope of Bexar County. I am either the parent or legal guardian of the child. I warrant that I possess all the rights, powers, and privileges of a parent or legal guardian necessary to execute this document with binding legal effect. I give consent for my child to participate in volunteer activity, as applicable. I understand the risks involved with such volunteer activity. **BY ALLOWING MY CHILD TO PARTICIPATE, I ACKNOWLEDGE THAT I AM ASSUMING THOSE RISKS ON BEHALF OF MY CHILD. IN CONSIDERATION OF H4H PERMITTING MY CHILD TO COME ONTO THE H4H CAMPUS AND PARTICIPATE AS A VOLUNTEER, I PROMISE NOT TO SUE AND HEREBY RELEASE, DISCHARGE AND AGREE TO INDEMNIFY AND HOLD HARMLESS H4H, THE CITY OF SAN ANTONIO, BEXAR COUNTY, AND THEIR RESPECTIVE OFFICERS/OFFICIALS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, VOLUNTEERS, THE ACTIVITY OR EVENT HOLDERS, ACTIVITY OR EVENT SPONSORS, AND ACTIVITY OR EVENT VOLUNTEERS ("HAVEN GROUP") FROM AND AGAINST ALL LIABILITY OF ANY KIND RESULTING FROM OR ARISING OUT OF MY CHILD'S PRESENCE ON THE CAMPUS OR PARTICIPATION IN VOLUNTEER EVENTS AND TRAVEL TO AND FROM SUCH EVENTS, INCLUDING BUT NOT LIMITED TO, LIABILITY ARISING FROM THE NEGLIGENCE (EXCEPT THE SOLE OR GROSS NEGLIGENCE) OR FAULT OF ANY MEMBER OF THE HAVEN**



GROUP, FOR MY CHILD'S DEATH, INJURY, ILLNESS, PROPERTY DAMAGE OR LOSS. THIS RELEASE SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE AND WAIVER TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

In case of an emergency, in my absence, I hereby authorize an adult representative of Haven for Hope, to consent to any medical, dental or surgical examinations, services, or treatment for my child; and I agree to pay for all costs for this emergency care. I understand that all volunteers, including my child named below, are expected to conduct themselves in conformance with the policies and rules established by Haven for Hope and the directives and rules of the Haven for Hope staff member coordinating the volunteer activity. I have read and understand this authorization. I execute it voluntarily, without coercion and with full knowledge of its significance. I have discussed Haven for Hope's Volunteer Agreement with my child and by signature below denote my acceptance of said agreement.

GOVERNING LAW: This agreement is governed by the internal laws of the State of Texas.

SIGNATURE/ AUTHORIZATION: I have read this form and agree to the disclosures described above. I acknowledge that I have signed this form electronically. The named person or his/her legally authorized representative has a right to receive a copy of this signed form.