



Hope In The Streets

Volunteer's Liability Release, Covenant Not to Sue, and Indemnity Agreement

I, the undersigned Volunteer, understand that Hope In The Streets is a Missouri not-for-profit corporation and is a 501(c)(3) charity. I understand Hope In The Streets serves primarily long-term and chronically homeless individuals by providing meals, clothing, and other assistance to these people in need. I understand that it provides these services on a charitable basis, through donations from the community, and that it has volunteers who distribute and provide these items to the homeless people being served. I understand that as a volunteer, I will be working on the streets and in the community, including directly with the homeless who are served by Hope In The Streets, whether through the Vittle Van program or other outreach programs, and that there is an inherent risk of bodily injury associated with such activities which cannot be predicted or prevented.

As such, I understand that Hope In The Streets, its operators and volunteers, and the patrons and charitable organizations it works with, including all the volunteers and donors of all such organizations, are relying on my release in exchange for their being willing to allow me to provide services to the homeless through Hope In The Streets. I acknowledge that I am entering this Agreement (or, if a Parent/Legal Guardian is signing this Agreement for a Minor Volunteer, that the Parent/Legal Guardian and the Minor are entering this Agreement) voluntarily and with my full consent.

I, the undersigned Volunteer (or Parent/Legal Guardian for a designated Minor Volunteer), in my own behalf (and if applicable also in my capacity as Parent/Legal Guardian of the Minor and also on behalf of the Minor), in consideration of the opportunity to work with and contribute to the mission of Hope In The Streets, hereby covenant and agree to forever release, discharge, waive, not sue, hold harmless and indemnify Hope In The Streets and any and all officers, directors, drivers, agents, employees and/or other volunteers of Hope In The Streets, as well as any and all other charitable organizations who work with, for, on behalf of and/or as patrons of Hope In The Streets, and all of their respective officers, directors, drivers, agents, employees and/or other volunteers, as well as any and all respective divisions, parents, subsidiaries, member organizations, affiliates, chapters, insurers, heirs, assigns, and successors in interest of any and all of the above, of and from any and all claims, demands, liability (under the law of any state or country), fees, expenses, and costs of any kind whatsoever that the Volunteer, Minor Volunteer, and/or anyone claiming for or through them may have or claim to have on account of or in any way related to or arising from, directly or indirectly, the services I provide for or through Hope In The Streets, of any nature whatsoever. This release specifically includes, but is not limited to, any and all alleged negligent acts, errors, and omissions of any of the released persons or entities. In addition to economic damages, costs, and expenses, this release and Agreement also covers any and all injuries, deaths, and conditions of health, as well as all non-economic and pain and suffering damages, whether immediately apparent following provision of volunteer services or not, and/or which may at any time thereafter develop.

As evidenced by my signing this document, I regard the mission and services provided by Hope In The Streets and its volunteers as important societal benefits, and I affirmatively ask to be part of providing such services. I regard this as significant, material, and valuable consideration in exchange for this Agreement. I have read and fully understand this document. To the extent I have had any questions about Hope In The Streets, its mission, its services, and any risks associated with volunteering to provide such services, I have talked with representatives of Hope In The Streets about them, and my questions have been answered to my satisfaction. I also understand that if there is any portion of this document that I did not understand, I had and continue to have the right to obtain legal advice from an attorney of my choice about it before signing it.

This release and Agreement shall be binding upon the Volunteer, the Minor, his or her parents and/or legal guardians, all their representatives, all the heirs at law, assigns, and successors in interest of all parties hereto. This Agreement may be enforced by any party hereto and/or by any person or organization released herein. Written notice of any disaffirmance must be made to Hope In The Streets within 90 days of the earlier occurrence of: the Minor obtaining the age of majority, or the appointment/existence of a Legal Guardian for the Minor. I agree that failure of notice, as required herein, is an affirmative act of ratification of this release and agreement. This document shall be governed and interpreted by the laws of the state of Missouri.

Below 18 yrs. old

VOLUNTEER: _____ **Signature:** _____ **Date:** _____ **Minor**

If VOLUNTEER is a Minor:

PARENT/LEGAL GUARDIAN: _____ **Signature:** _____ **Date:** _____

MEDIA AND PUBLICATION RELEASE: *By my signature above, I hereby authorize Hope In The Streets to use Volunteer's name and photograph(s) in any report and for public relations and publicity purpose, unless the "NO" is checked here. NO*