



Release and Waiver of Liability

Welcome to the Community Hevra Kadisha of North Shore Boston. Thank you for giving your time to help us provide this holy service to our community. This Release and Waiver of Liability (the "Release"), executed on this ____ day of _____, 20__ by _____ (the "Volunteer") is in favor of the Hevra Kadisha, a nonprofit corporation, its directors, officers, employees and agents, the Goldman Funeral Chapel, and any other entity for whom Volunteer may participate in a Tahara.

In exchange for the opportunity to participate in the program and services of the Hevra Kadisha, the Volunteer does hereby freely, voluntarily, and without duress execute this Release and Waiver of Liability under the following terms:

- 1. Waiver and Release.** The Volunteer understands and acknowledges that the work of the Hevra Kadisha may include activities that may be hazardous to the Volunteer, including, but not limited to the handling, lifting and moving of a deceased person (Met/Meta). Volunteer does hereby release and forever discharge and hold harmless the Hevra Kadisha, the Goldman Funeral Chapel, and any other entity for whom Volunteer may participate in a Tahara (hereafter: Releasees), and their respective successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's participation in the Hevra Kadisha's programs and services. Volunteer understands that this Release discharges the Releasees from any liability or claim that the Volunteer, their assigns, heirs or estate, may have against the Releasees with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's participation in the Hevra Kadisha's programs or services. Volunteers also understand that the Releasees do not assume responsibility for or obligation to provide financial assistance or other assistance to the Volunteer, including but not limited to medical, health, or disability insurance. Volunteer acknowledges that there is no employment relationship between Volunteer and the Releasees, and that Volunteer is not an employee of the Releasees for purposes of any law or regulation including federal or state wage and hour law, employee benefits laws or anti discrimination laws.
- 2. Medical Treatment.** Volunteer does hereby release forever discharge the Releasees from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's participation in the Hevra Kadisha's programs or services.
- 3. Assumption of Risk.** Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases the Releasees from all liability for injury, illness, death or property damage resulting from the Volunteer's participation in the Hevra Kadisha's programs or services.
- 4. Insurance.** The Volunteer understands that the Hevra Kadisha does not carry or maintain health, medical, or disability insurance coverage for any Volunteers. **Each Volunteer is expected and encouraged to have medical or health insurance coverage in effect.**
- 5. COVID vaccines and booster shot(s).** The Volunteer understands that the Volunteer is required to obtain COVID vaccine(s) and booster shot(s) as recommended by the CDC prior to participating on a team and prior to performing a Tahara.
- 6. Hepatitis B Vaccine.** Volunteer understands that Volunteer is required to obtain a Hepatitis B vaccine prior to performing Tahara or any other service that requires the Volunteer to come into contact with a Met/Meta. Volunteer certifies that they have obtained or will obtain such vaccine before performing any such service. Without limiting the comprehensive nature of this Release and Waiver of Liability, Volunteer specifically assumes any and all risk of illness in the event that Volunteer declines or for any reason decides not to obtain the required vaccine.

7. **Confidentiality** Volunteer understands that some of the work of the Hevra Kadisha may involve access to information or records that are considered confidential. Volunteer acknowledges their responsibility to respect the confidentiality of all participants' work of the Hevra Kadisha, including the Met/Meta. Volunteer further understand that if they are found acting indiscreetly with confidential material or not protecting the privacy of a participant(s) and the metim, they may be asked to cease further participation in the work of the Hevra Kadisha.
8. **Photographic Release.** Volunteer does hereby grant and convey unto the Hevra Kadisha all right, title, and interest in any and all photographic images and video or audio recordings made by the Hevra Kadisha during its programs and services including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
9. **Other.** Volunteer expressly agrees that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Massachusetts, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Massachusetts. Volunteer agrees that in the event that any clause or provision of this Release and Waiver of Liability shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions which shall continue to be enforceable.

SIGNATURE: _____ Date: _____

PRINT NAME: _____

ADDRESS: _____

PHONE: _____ E-MAIL: _____

EMERGENCY CONTACT NAME: _____ PHONE: _____