



Release and Waiver of Liability / Confidentiality Agreement

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

The undersigned individual and, if applicable, guardian ("I" or the "Volunteer") execute this Release and Waiver of Liability ("Release") in favor of Joppa, an Iowa nonprofit corporation, and the "Releasees named below (collectively, "Joppa"). The Volunteer desires to work as a volunteer for Joppa and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include demolition and/or site cleanup, constructing and/or renovating residential buildings, working in the Joppa Center and/or staff offices, and working with homeless people living in unhealthy or unsafe or dangerous environments not meant for human habitation. The Volunteer also understands that as a volunteer the Volunteer will receive no compensation or remuneration for the Volunteer's services and will not be eligible for any Joppa employee benefits. The Volunteer acknowledges that the Volunteer is not an employee of Joppa.

I ACKNOWLEDGE, AGREE, AND REPRESENT that I understand the nature of the Activities offered at Joppa, and that I am qualified, in good health, and in proper physical condition to participate in any Activities that I see fit, and that I participate in the Activities voluntarily and of my own choosing. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activities. **I CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE** I may suffer or cause while participating in any of the Activities offered at Joppa. I agree to bear the costs of such injury or damage myself. **I FURTHER CERTIFY** that I am willing to assume the risk of any medical or physical condition I may have. **I FULLY UNDERSTAND THAT: (a) THE OFFERED ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS");** (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW OR THE NEGLIGENCE OF THIRD PARTIES; (c) there may be other Risks, and social and economic losses, either not known to me or not readily foreseeable at this time and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that I incur as a result of my participation or that of the minor in the Activities. In exchange for being allowed to participate in the Activities as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, **I HEREBY FREELY, VOLUNTARILY, AND WITHOUT DURESS RELEASE, DISCHARGE, AND COVENANT NOT TO SUE JOPPA,** its administrators, directors, officers, employees, agents, members, volunteers, and other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activities take place, and their respective successors and assigns, (each considered one of the "RELEASEES" herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR THIRD PARTIES, INCLUDING NEGLIGENT RESCUE OPERATIONS OR FIRST AID, AND I FURTHER AGREE** that if, despite signing this release I, or anyone on my behalf, makes a claim against any of the "RELEASEES," I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE "RELEASEES" from any litigation expense, attorney fees, loss, liability, damage, or cost which such RELEASEES may incur as the result of such claim.

Medical Treatment. I hereby give consent and authority to Joppa to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless the Organization from any claim whatsoever in connection with such treatment or other medical services.

Assumption of the risk. The Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. Volunteer agrees to inspect the work sites which Volunteer enters, and Volunteer further agrees and warrants that, if at any time, Volunteer is in or about a work site and feels anything to be unsafe, Volunteer will immediately advise a Joppa representative of such and if necessary, will leave the work site and/or refuse to participate further in Activities.

Lead paint & asbestos. Volunteer understands that houses built before 1978 may contain lead paint and/or asbestos. Volunteer further understands that lead paint and asbestos have been shown to cause severe health problems.

VOLUNTEER HEREBY EXPRESSLY AND SPECIFICALLY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, HARM, OR DEATH IN THE ACTIVITIES AND RELEASES JOPPA AND ALL OTHER RELEASEES FROM ALL LIABILITY FOR INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RESULTING FROM THE ACTIVITIES.

Photographic and other recordings. Volunteer does hereby grant and convey unto Joppa all right, title, and interest in any and all photographic images and video or audio recordings made by or for Joppa during the Volunteer's Activities with Joppa, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Iowa, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Iowa. Volunteer agrees

that in the event any clause or provision of this Release 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 of this Release, which shall continue to be enforceable.

CONFIDENTIALITY AGREEMENT

Respecting the privacy of our clients, donors, members, staff, volunteers and of Joppa itself is a basic value of Joppa.

Personal and financial information is confidential and should not be disclosed or discussed with anyone without permission or authorization from the Joppa CEO. Care shall also be taken to ensure that unauthorized individuals do not overhear any discussion of confidential information and that documents containing confidential information are not left in the open or inadvertently shared.

Volunteers of Joppa may be exposed to information which is confidential and/or privileged and proprietary in nature. It is the policy of Joppa that such information must be kept confidential both during and after employment or volunteer service.

Volunteers are expected to return materials containing privileged or confidential information at the time of separation from employment or expiration of service.

Unauthorized disclosure of confidential or privileged information is a serious violation of this policy and will subject the person(s) who made the unauthorized disclosure to appropriate discipline, including removal/dismissal and/or the termination of your volunteer opportunity.

Acknowledgement of confidentiality of client information. I agree to treat as confidential all information about clients or former clients and their families that I learn during the performance of my duties as a Volunteer, and I understand that it would be a violation of policy to disclose such information to anyone without prior authorization from the CEO.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE JOPPA.