

# Prevention Connection



Safety resources to protect your world

## The hows and whys of volunteer waivers

Waiver documents are important for both the non-profit organization and its volunteers. Each party must formalize the relationship and set expectations. Below are a few risk management points to keep in mind. A sample waiver form follows. **These are good starting points, but your attorney must finalize your waiver documents to be sure they address all liability concerns and meet all legal requirements.**

Discussion points:

- In a waiver, a volunteer must acknowledge that he or she has no expectations of payment (monetary or other). Volunteers also must recognize that they do not qualify for employee benefits of any kind. If your organization has employees, the waiver must say that volunteers are not eligible for employment benefits.
- It is important that the waiver place the decision to proceed on the individual. For instance, by signing the document they are agreeing to the terms and freely choosing to formalize the agreement. Perhaps it could even include language to indicate that individual activities are not required. In other words, giving the volunteer the right to determine his or her own capabilities for every single activity.
- Volunteers are not covered under workers' compensation and have no rights under your workers' compensation policy. A waiver should make this clear.
- Volunteers may not receive a paycheck or benefits. However, they do have responsibilities. A waiver is used to ask the volunteer to accept the organization's bylaws, mission statement, best practices, etc. These documents also should have their own acknowledgement statements (to document receipt and understanding). In the waiver, it is important to state that the volunteer assumes personal liability for acting against the bylaws, mission statement, best practices, etc. The volunteer should agree to defend the organization against such accusations.
- Waiver documents should be accompanied by or include detailed job descriptions. If the waiver form does not identify job duties, then the person is ill-equipped to accept the risks involved. Have the volunteer sign a recognition statement for the official job description if not in the waiver. Job descriptions might include:
  - o Physical requirements for the job, i.e., minimum weight one must be able to lift, etc.
  - o Emotional/mental difficulties that could arise from the position.
  - o Descriptions of all activities the job will require.
  - o Descriptions of the clientele this role will interact with.
  - o Descriptions of the locations and environments where work will occur.
- Waivers must advise of specific risks, such as listing job duties. Given that many risks are not foreseeable, the waiver form also must reference general hazards.
- A waiver should include Hold Harmless and Indemnification language.
- Every waiver varies in the strength of its legal language. For instance, the term "endeavor to" is much more lenient than "required to." Each state varies greatly in its requirements. For these reasons, your attorney must design the final version. Before going to your attorney, prepare the job descriptions, create a list of risks you foresee, and decide the tone you want for your waiver document.

## Sample volunteer waiver, release, and indemnity agreement

### Volunteer agreement:

I have agreed to work as a volunteer for [Non-Profit] and do so of my own free will. As a volunteer, I am not an employee or agent of [Nonprofit]. I understand this role does not include compensation or payment of any kind. Furthermore, I acknowledge that [Nonprofit] does not offer health insurance, workers' compensation insurance, or any such employee benefit to volunteers. As a volunteer, I agree to maintain my own health insurance during my time as a volunteer for [Non- Profit]. (This waiver also may mandate auto liability insurance.)

### Risk agreement:

I fully recognize and accept that volunteering has risks and unforeseen dangers (such risks could be, but are not limited to: mental/emotional stress or physical injury). I have read the detailed job description for the volunteer duties I am accepting and understand the minimum requirements. [Volunteer's Initials] \_\_\_ acknowledge receipt of job description if not included within waiver]. I understand that I have the right to review each activity prior to my participation and choose to participate of my own free will. I have read and understand [Non-Profit's] mission statement and best practice procedures. I pledge to act and perform within those expectations.

### Waiver, release, hold harmless, and indemnification agreement:

I acknowledge that [Non-Profit] does not guarantee safety. I voluntarily waive, release, and hold harmless [Non-Profit], its board, employees, agents, and other volunteers from all claims, accidents, injuries, or death that result from actions related to my volunteer activities. I understand that this document disqualifies me from recovering damages against [Non- Profit] should I be injured in the course of my duties.

I shall defend, hold harmless, and indemnify [Non-Profit], its board, employees, agents, and other volunteers from and against all claims, accusations, notices, judgments, rulings, liabilities, expenses, etc. that may exist as a result of my actions, inactions, errors, acts, or omissions.

### Acknowledgement and signatures:

I have read and fully understand the above waiver. I understand that by signing this document I am giving up certain rights and accepting certain duties.

Volunteer signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_  
If Under Age 18

Non-profit HR/mgmt employee signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Sign in Witness