

**CATHOLIC CHARITIES OF SOUTHEAST MICHIGAN
MERCY IN ACTION SERVICE DAY
VOLUNTEER RELEASE AND AGREEMENT
2019**

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

Volunteers under age 18 must have a parent or guardian complete the Responsible Adult Statement at the end of this form.

Name of Parish: _____ (“Parish”)

Volunteer’s Name: _____ Date of Birth: _____

Address: _____ City: _____, Michigan ZIP: _____

Home Phone: (____) _____ Cell: (____) _____ Email: _____

Catholic Charities of Southeast Michigan will not give out any of your information to any third party.

Check here to opt out of receiving communications from Catholic Charities of Southeast Michigan.

I desire, for civic, charitable and/or humanitarian purposes, to participate in one or more service project activities organized or sponsored by Catholic Charities of Southeast Michigan and Parish (collectively, “CCSEM”) for Mercy in Action Service Day (collectively “Activities”). Activities may include, by way of example, visiting residents at a nursing home, sprucing up Parish buildings or grounds, serving at a food pantry, sorting clothing for a clothing drive, picking up trash, etc. I am offering my services on a voluntary basis and I understand and agree that I will not be entitled to or be paid any wages, benefits or other compensation by CCSEM for my services.

In consideration of CCSEM allowing me to participate in Activities, I agree as follows:

1. Assumption of Risk. Activities should be performed near CCSEM or the Parish. Activities may involve physical activity or labor, contact with unfamiliar persons, unexpected dangers or unanticipated hazards that may involve potential risk of bodily injury or damage to property. I represent that, to my knowledge:

- a. I have no physical or mental condition which would interfere with my ability to participate in the Activities or that would endanger me or any other person with whom I may have contact during the Activities;
- b. I recognize the possible dangers of participating in the Activities and agree that I am solely responsible for my safety and health conditions (and any limitations imposed thereby);
- c. I will notify Parish as promptly as possible if I believe I cannot meet the requirements of an Activity; and
- d. I will comply with all federal, state and local laws, ordinances, rules and regulations applicable to my participation in the Activity.

I expressly and specifically assume any and all risks of injury, illness or harm caused or sustained by me during my participation in the Activities.

2. Insurance. CCSEM does not carry or maintain health, medical, or disability insurance coverage for any Volunteer nor does it carry property insurance covering property damage or loss incurred by a Volunteer. I am responsible for having personal/family medical health care coverage and property insurance. CCSEM does not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to, medical, health, disability or property insurance coverage in the event of any illness, bodily injury, personal injury or property loss or damage sustained by me.

3. Medical Treatment. The CCSEM will not have first aid or medical personnel available. So, in the event I suffer an injury or condition during my participation in the Activities, I authorize CCSEM through designated officials or persons to contact the Emergency Contact Person indicated below to advise them of my injury or condition and to consult with them regarding medical care or treatment.

4. Indemnity and Waiver. To the fullest extent permitted by law, I hereby waive, release, forever discharge, and agree to defend, indemnify and hold harmless Catholic Charities of Southeast Michigan, _____ Parish, the Archdiocese of Detroit and any of its officers, directors, clergy, employees, affiliates, agents, managers, project owners, other volunteers, representatives, and their heirs, representatives, successors, assigns, and partners (collectively, "Releasees") from any and all liability, actions, causes of action, demands, losses, damages (any illness, death, bodily injury, personal injury or property damage) and claims, costs, expenses and fees, of every kind or nature, either in law or in equity, which arise or hereafter may arise from my participations in the Activities, including those arising from Releasees' negligence and carelessness, but not those arising from Releasees' gross or sole negligence or intentional misconduct.

5. Confidentiality. In the course of my services to CCSEM, I may have access to information of CCSEM (and its employees, partners, donors, supporters, and clients) that is not public. This information may be disclosed in a variety of media, including electronically, orally, print, demonstration, and observation and may include financial, strategic, personal, and technical data (collectively, "Information"). It may not necessarily be identified with a notice or legend. I shall use the Information only for the purposes of providing services to CCSEM; take reasonable precautions to prevent the unauthorized disclosure or use of the Information and follow instructions from CCSEM management regarding the treatment of such Information; not copy or disclose the Information to third parties unless authorized by CCSEM management; and return all Information and other CCSEM materials upon request or upon conclusion of my participation in the Activities, whichever comes first. These obligations of confidentiality survive conclusion of my services to CCSEM and continue for so long a period of time as the Information is nonpublic.

6. Ownership of Workproduct. CCSEM owns the Workproduct, and the intellectual property rights relating to such Workproduct of its employees, contractors, and Volunteers. "Workproduct" includes Information and materials created in connection with CCSEM projects, such as photographs, video, motion pictures, films, sound recordings, compositions, brand identities, artwork, scripts, brochures, web site content, social media content and accounts, data, research, architectural plans, drawings, designs, plans, software and specifications. I hereby assign to CCSEM all right, title, and interest in Workproduct. To the extent applicable to Workproduct, I waive all moral rights.

7. Right of Publicity Release. CCSEM may record its Volunteers in any medium (including photographic, motion picture, and sound recording) in connection with the Activities ("Recording"). The Recording may be used by CCSEM for any lawful purpose relating to the mission of CCSEM, including educational, promotional, recruiting, fundraising, social engagement, news reporting, and merchandising. The Recording may be copied, adapted, published, and integrated with other content. The use of the Recording may include the use of a Volunteer's image, likeness, voice, and information/opinions provided and is paid up, royalty-free, worldwide, irrevocable, sublicensable, and in perpetuity.

8. General Provisions. This Agreement is governed by the laws of the United States and the State of Michigan (exclusive of its choice of law rules). This Agreement is the sole understanding of the parties with respect to the stated subject matter and may be amended only by a written agreement signed by CCSEM and the undersigned. Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective and no waiver shall be implied from a failure of either party to exercise a right or remedy. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law. All provisions relating to indemnification, releases and limitations of liability shall remain in full force and effect after termination or expiration of this Agreement.

AGREED AND ACCEPTED:

Signature of Volunteer: _____

Date: _____

In case of Emergency, contact: _____

Phone number: _____

**CATHOLIC CHARITIES OF SOUTHEAST MICHIGAN
VOLUNTEER RELEASE AND AGREEMENT
RESPONSIBLE ADULT STATEMENT**

If the Volunteer is younger than age eighteen (18) as of the date of his/her signature, a parent or guardian (“Responsible Adult”) must sign below.

I am the parent or legal guardian of the Volunteer identified above. I consent to my child’s or charge’s participation in the Activities described above. I agree to supervise and monitor my child’s or charge’s participation in the Activities, personally or through a designee, and to be responsible, for any breach by my child or charge of the Agreement, above.

On behalf of my child or charge, I assign to CCSEM all right, title and interest requested in Workproduct, as stated in Section 6 (Ownership of Workproduct) above.

On behalf of my child or charge, I grant and convey unto CCSEM all right, title and interest in photographs and recordings requested in Section 7 (Right of Publicity Release) above.

I agree to indemnify, defend and hold harmless the Releasees from any claims, losses, or liabilities in any way related to my child’s or charge’s participation in the Activities, including, without limitation, the claims described in Section 4 (Indemnity and Release) above.

Responsible Adult’s Name: _____

Child’s full name:

Address: _____ City: _____, Michigan ZIP: _____

Home Phone: (____) _____ Cell: (____) _____ Email: _____

Signature of Responsible Adult: _____ Date: _____

In case of Emergency, contact: _____ Phone number: _____