WAIVER FORM

Waiver and Release From Liability for Nonprofit

I, _____HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge **Dumas Wesley Community Center (hereinafter known as DWCC)** and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, for, or under the auspices of **DWCC**, whether on the premises of **DWCC** or not, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities and functions in which I participate may be considered (but do not have to be) of a volunteer nature, or for the benefit of a 501c(3), and/or dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and /or death. On behalf of myself, my heirs, assigns and next of kin, I waive al claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with **DWCC** including but not limited to any volunteer activities, community events or leagues, using the facility and its equipment, practicing and/or engaging in organizational functions, philanthropic activities, other nonprofit or for profit engagements or functions and fundraisers or other related activities on and off the premises. This includes tutoring/mentoring activities, on or off campus, provided by non-employee volunteers both during and outside of normal business hours.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended, or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of **DWCC**, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.

_____
Date

_____
Printed Name

_____
Phone Number

_____
Signature (Parent/Guardian for children under 18)

_____
Email Address

_____
Church or Group Affiliation

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Photograph & Video Release Form

I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. I also understand that this material maybe used in diverse educational settings within an unrestricted geographic area.

Photographic, audio or video recordings may be used for the following purposes:
* Agency Presentations
* Educational Presentations or Courses
* Informational Presentations
* Website or Internet Programs

By signing this release I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in a public setting.

I will be consulted about the use of the photographs or video recording for any purpose other than those listed above.

There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

This release applies to photographic, audio or video recordings collected as part of the sessions listed on this document only.

By signing this form I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material for educational purposes.

Name:_____

Street Address/P.O. Box: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email Address: _____

Signature: _____ Date: _____

If this release is obtained from a presenter under the age of 19, then the signature of that presenter's parent or legal guardian is also required.

Signature: _____ Date: _____

126 Mobile Street P.O. Box 7325 Mobile, Alabama 36670 Phone 251-479-0649 Fax: 251-479-0633

United Way
United Way of Southwest Alabama

No Solicitation Policy

The Dumas Wesley Community Center's **no solicitation policy** outlines our restrictions for distributing materials and soliciting funds, donations and signatures in activities or groups, either held on our campus, or in connection with activities sponsored by Dumas Wesley and held elsewhere. This policy applies to all employees, external visitors, partners and volunteers or interns that may be on site during business hours.

I, _____, understand that Dumas Wesley Community Center upholds a no solicitation policy. This includes soliciting business and/or selling services or goods to any other employees/participants/volunteers/interns of Dumas Wesley Community Center.

As an employee/participant/volunteer/intern, I also understand that I am not permitted to offer incentives to other employees/participants/volunteers/interns for using my goods/services. I understand that all presentations, programming and materials must be preapproved by the Program Director before they are offered to Dumas Wesley clientele. I understand that I am not to obtain personal, identifying information (phone numbers, addresses, emails, SSN, etc) from any Dumas Wesley clients/program participants. I understand that failure to adhere to this policy can result in immediate dismissal from the Dumas Wesley Community Center and its programs.

Solicitation examples include (but are not limited to):
Offering someone at Dumas Wesley money or goods to sign up for an insurance plan with your company, hosting a party or offering an incentive for individuals that sign up for a banking plan, or offering food or gift cards to individuals that sign up for services.

_____

Signature of employee/participant/volunteer/intern

_____

Date

_____

Signature of Staff witness

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Pledge of Confidentiality

I, _____an employee/participant/volunteer/intern of the Dumas Wesley Community Center, pledge to retain all my personal and client information as confidential. I understand that I may encounter confidential information during my time at Dumas Wesley and its programs.

As an employee/participant/volunteer/intern, I am not permitted to disclose my personal information or client's personal information to another client nor to anyone outside of the Dumas Wesley Community Center. I understand that failure to keep this information confidential can result in immediate dismissal from the Dumas Wesley Community Center.

Confidential Information Includes:
Personal phone numbers, addresses, name, gender, race, religion, social security number, work place or personal information, school information, photos, or any other identifying information.

_____

Signature of employee/participant/volunteer/intern

_____

Date

_____

Signature of Staff

_____

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Assumption of the Risk and Waiver of Liability Relating to COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization**. COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Dumas Wesley Community Center (DWCC) has put in place preventative measures to reduce the spread of COVID-19; however, DWCC **cannot guarantee** that you will not become infected with COVID-19. Further, **attending DWCC programming could increase** your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending DWCC and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at DWCC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, DWCC employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at DWCC or participation in DWCC programming. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless DWCC, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of DWCC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any DWCC program.

I understand that at any given time, the Dumas Wesley Community Center has the right to change the mask policy.

Full Name Date