

**As a Scott's House volunteer, I agree as follows:**

**Volunteer Assumption of Risk and Waiver of Liability**

I acknowledge that I have voluntarily applied to the Scott's House volunteer program. I understand that the scope of my volunteer relationship with Scott's House is limited to a volunteer position and that no compensation is expected in return for services provided by me; that Scott's House will not provide any benefits traditionally associated with employment; and that I am responsible for my own insurance coverage in the event of illness or personal injury as a result of my services to Scott's House.

I understand that my volunteer activities with Scott's House may include activities that could be hazardous to me, including but not limited to exposure to people with infectious diseases. I fully understand and appreciate the risks that are inherent to my volunteer activities. I hereby assume the risk of bodily injury, illness, death, medical treatment, and property damage resulting from my volunteer activities, even if resulting from the negligence of Scott's House or its officers, directors, employees or independent contractors.

I hereby release, discharge and agree to indemnify and hold Scott's House and Scott's House's officers, directors, employees, independent contractors, agents and affiliates (collectively, the "Scott's House Parties") harmless from, and waive on behalf of myself and my heirs and personal representatives and any minors I am responsible for who volunteer with me any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of Scott's House or the Scott's House Parties, or that may otherwise arise in any way in connection with any voluntary activities with, or for Scott's House. I understand that this release discharges Scott's House and the Scott's House Parties from any liability or claim that I or my heirs, personal representatives or minors I am responsible for may have against Scott's House or the Scott's House Parties with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from or in connection with my volunteer activities.

I agree that this release will be governed by New Mexico law and that the exclusive venue for any dispute arising from this release will be a court of competent jurisdiction sitting in Santa Fe, New Mexico.

As a Scott's House volunteer, I agree to:

- Act in a way that is in line with Scott's House's mission, aims and objectives in the donation of my services. Participate in orientation and ongoing learning opportunities to equip me in performing my service role. To meet time and task commitments.
- Undergo COVID testing and tuberculosis screening if required.

- Adhere to Scott's House policies, practices and protocols, including health, safety, confidentiality and equal relation to guests, families, visitors, my fellow volunteers and staff.
- Disclose any existing occupational disease or disability that will affect my ability to perform volunteer duties. I will inform Scott's House so reasonable accommodation can be made. Scott's House reserves the right to require medical documentation concerning the need for accommodation. Scott's House assumes no responsibility for medical treatment of injuries to volunteers. Volunteers serving on behalf of Scott's House off-site are responsible for any personal injury, property damage and/or any necessary medical treatment as a result thereof.

Regarding COVID-19:

- Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Volunteering at Scott's House could increase the risk of contracting COVID-19. Scott's House in no way warrants that COVID-19 infection will not occur through participation in Scott's House volunteer activities.

Effective as of the date of this Agreement and each date on which I perform volunteer services at Scott's House, I attest that:

- I am not experiencing any symptoms of illness such as a fever, cough, or shortness of breath. If I develop these symptoms, I agree that I will cancel my shift before arriving at Scott's House, as far in advance as possible
- I agree to follow all Public Health Orders of the State of New Mexico, including requirements for masking.
- I am aware that I must follow the safety and hygiene protocols that have been implemented by Scott's House and that are posted onsite for my review.
- I have not traveled internationally in the past 14 days
- I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19
- I have not been diagnosed with COVID-19 by state or local public health authorities
- I am following recommended guidelines as much as possible - practicing social distancing by participating in group activities of fewer than 10, trying to maintain separation of six feet from others, wearing a mask while at Scott's House and otherwise limiting my exposure to the coronavirus.
- I have been fully vaccinated against COVID including booster.

## Scott's House Confidentiality Agreement

Scott's House considers certain information to be confidential and/or proprietary. Confidentiality of guest's identities, personal and health information, contacts and family members is of primary importance to Scott's House and accordingly is an important responsibility for all. Each guest has acknowledged specific people with whom they will allow personal and medical information to be shared. Confidential information is not to be given to anyone other than those so designated or discussed outside the parameters of what is necessary to provide care.

I shall keep secure and secret from others, information given by or about an individual in the course of a professional relationship and follow all HIPPA guidelines. \_\_\_\_\_ (Initial)

I shall safeguard and preserve confidences and identities and be vigilant of this obligation. \_\_\_\_\_ (Initial)

Confidential information can include certain Scott's House business, financial and donor information. I recognize such information to be the property of Scott's House and I agree to hold such information in confidence.

I will not disclose such information to those inside or outside of Scott's House, either during or after being at Scott's House, without the written consent of an officer of Scott's House. \_\_\_\_\_ (Initial)

If I am not sure the information I am handling is confidential, I will consult my supervisor.

I will not remove any confidential information from Scott's House.

I understand that violation of the guidelines explained in this document may result in my dismissal from my role at Scott's House.

I hereby grant to Scott's House and its representatives the right to photograph or video me and my property in connection with my volunteer service role. I authorize Scott's House, its assigns and transferees, to lawfully copyright, use and publish the same in print and/or electronically. Complete the volunteer application and declare under penalty of perjury, that the facts contained therein are true and complete to the best of my knowledge.

This agreement may be terminated or cancelled at any time at the discretion of either party. Neither party intends any employment relationship to be created either now or at any time in the future. I understand as a Scott's House volunteer that I am subject to the terms of this Agreement.

Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_