



Hold Harmless Release Form

Nameless Ministries, Inc

Volunteer Name

First Name

Last Name

VOLUNTEER AGREEMENT AND RELEASE

THIS VOLUNTEER AGREEMENT (“Agreement”) is effective as of the date the Volunteer confirms the terms and conditions of this Agreement by and between Nameless Ministries Inc., a nonprofit corporation organized and existing under the laws of the state of Florida, its directors, officers, employees, agents, successors and assigns (collectively, “Nameless Ministries”) and the volunteer, an individual (“Volunteer”). This Agreement shall last until it is terminated by either party, as defined in Section 4 below.

RECITALS

A. Nameless Ministries is a nonprofit corporation whose mission is empowering people in all walks of life for mutual aid and advancement. This includes building a network of volunteers for various causes, connecting volunteers with their interests, and providing educational opportunities for others to learn about the most pressing issues facing our communities.

B. Volunteer desires to engage in work, services and other activities with Nameless Ministries on a voluntary, unpaid basis (“Volunteer Work”), and Nameless Ministries is willing to accept Volunteer as a volunteer on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the Recitals, the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, Nameless Ministries and Volunteer, intending to bind themselves and their respective heirs, administrators, executors, successors and assigns, agree as follows:

1. Volunteer’s Participation.

Volunteer will perform Volunteer Work on an intermittent schedule determined by mutual agreement of Nameless Ministries and Volunteer. Volunteer Work may include a broad range of activities including, but not limited to, assisting other organizations and companies associated with Nameless Ministries at events with various tasks, such as administrative support, accounting, marketing, social media, maintenance projects, food service and preparation, event set up and break down, clothing and supply distribution, street outreach, and personal engagement.

In performing Volunteer Work, Volunteer will interact with and take direction from the current person designated at the Volunteer's site (the "Coordinator"). Volunteer agrees that Volunteer is not an employee or agent of Nameless Ministries and is not entitled to any compensation or benefits from Nameless Ministries.

2. Conduct of Volunteer.

Volunteer will perform all of the Volunteer Work in a manner that will serve to enhance and support the goals and mission of TurnOut as communicated or published by Nameless Ministries. Volunteer agrees to adhere to Nameless Ministries community agreement for volunteer conduct. This includes respecting the names and pronouns used by others, showing up on time, being flexible, having a positive attitude, engaging in teamwork, and remaining sober for the duration of Volunteer's shift. Nameless Ministries strives to ensure an environment that is safe and enjoyable for all volunteers and thus explicit consent be requested and given before touching another person or their property. Please be aware that unwelcome sexual and/or romantic advances are taken very seriously and could be used as grounds to remove Volunteer from the Nameless Ministries community. If something makes Volunteer uncomfortable, please make this known to Volunteer's volunteer coordinator as soon as possible so that they may provide appropriate support. Volunteer agrees to abide by all applicable federal, state, and local laws and regulations. Volunteer agrees to comply with directions given by the Coordinator. Volunteer shall provide Volunteer Work in a professional manner consistent with the highest standards of ethical and moral conduct. Volunteer acknowledges that Volunteer has provided information to Nameless Ministries regarding Volunteer's background, experience and/or skills. Volunteer hereby warrants and represents that all such information provided by Volunteer to Nameless Ministries is true and accurate. Volunteer shall be responsible for any and all problems, costs, damages, claims and liabilities that occur as a result of Volunteer providing incomplete or inaccurate information.

3. Nameless Ministries Coordination.

Nameless Ministries goals will be made clear in the community agreement for volunteer conduct. Nameless Ministries goals will also be provided to Volunteer at various times during Volunteer's term. Nameless Ministries will make every effort to make the best use of Volunteer's time and skills. Nameless Ministries will provide on-going support and direction to Volunteer, as appropriate.

4. Termination of Agreement.

Either Nameless Ministries or Volunteer may terminate this Agreement, in whole or in part, at any time with or without cause by giving written notice of termination to the other party. Volunteer does not have a formal work appointment for these particular services. Notwithstanding the foregoing, the obligations of the parties under Sections 5, 6, 9 and 10 shall remain in full force and effect and shall survive the termination of this Agreement.

5. Assumption of Risk.

Volunteer understands that the Volunteer Work may involve inherently dangerous risks, including, but not limited to, physical or psychological injury, property loss, illness, pain, suffering, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, or even death. Volunteer understands that these injuries or outcomes may arise from Volunteer's own or other's actions, inaction, carelessness, or negligence; conditions related to travel; or conditions related to the specific event that Volunteer is assisting with, including, but not limited to, security concerns, the premises, invited or uninvited persons, the public, and weather. Volunteer understands the types of programs that Volunteer will be engaged in and Volunteer is not aware of any physical, emotional, or mental condition or limitation that would prevent or impair Volunteer from participating. Volunteer hereby expressly and specifically assumes the risk of damage, injury, harm or death in connection with the Volunteer Work.

6. Release.

Volunteer for and on behalf of themselves and the heirs, successors, beneficiaries and assigns of Volunteer, covenants not to sue and does hereby release, forever discharge and hold harmless Nameless Ministries and any person who is the recipient of Volunteer Work, and their respective officers, directors, staff, employees, agents, volunteers, sponsors, heirs, administrators, successors and assigns (the "Released Parties"), from any and all liability, claims, demands and causes of action of whatever kind or nature, either in law or in equity arising out of or relating to (i) Volunteer's performance or non-performance of this Agreement, (ii) breach of any of Volunteer's warranties and representations set forth in this Agreement, (iii) Volunteer's involvement in Nameless Ministries projects, including but not limited to the Volunteer Work and (iv) first aid or medical treatment provided to Volunteer in connection with Volunteer Work. Without limiting the generality of the foregoing, Volunteer understands and acknowledges that the foregoing covenant not to sue, release, discharge and hold harmless discharges the Released Parties from any liability or claim that Volunteer may have against a Released Party for bodily injury or property damage, regardless of whether such injury or damage is caused in part by the act or omission of a Released Party. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted as requiring Volunteer to indemnify, defend or

hold harmless a Released Party from any liability, claims, demands or causes of action caused solely by that Released Party's negligence or willful misconduct. Volunteer agrees that the release, discharge and hold harmless set forth in this Agreement are intended to be as broad and inclusive as permitted by law.

7. Insurance.

Nameless Ministries and the other Released Parties do not assume any responsibility for or obligation to provide or maintain liability, health, medical or disability insurance coverage for Volunteer for injury, illness, death, disability or property damage suffered by Volunteer or third parties.

8. Medical Treatment.

Volunteer hereby authorizes each employee and staff member of Nameless Ministries: (1) to act on Volunteer's behalf in providing first aid and securing medical treatment for Volunteer in the event of injury or illness to Volunteer; and (2) to act on Volunteer's behalf in accepting financial responsibility (which shall be borne solely by Volunteer) for all first aid and treatment secured for Volunteer. Volunteer understands and agrees that any expense will be Volunteer's responsibility.

9. Photographs and other Media.

Volunteer agrees to allow themselves to be photographed or recorded in other media, such as video or audio recordings, in connection with Volunteer Work or other activities or events of Nameless Ministries. Volunteer understands and agrees that the photographs and/or other media recordings may be used to promote Nameless Ministries, its services and events. Volunteer hereby irrevocably grants and conveys unto Nameless Ministries all right, title and interest in any and all photographic images and other media recordings taken during Volunteer Work or other activities and events of Nameless Ministries, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or other media recordings. Volunteer understands and agrees that Volunteer is waiving all rights to privacy and ownership regarding the use of such photographs and other media recordings.

10. Miscellaneous.

This Agreement shall be governed by and interpreted under the laws of the State of Florida without giving effect to its conflict of laws rules. If any clause or provision of this Agreement shall be held to be invalid by any court, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Agreement, which shall continue to be enforceable. The sole and exclusive jurisdiction and venue for litigation between Volunteer and Nameless Ministries shall be the Superior Court of the State of Florida, Hillsborough County,

Florida. This Agreement shall be interpreted solely under the laws of the State of Florida.

Volunteer is aware of the terms and conditions of this agreement and is signing this agreement on Volunteer’s own free will. Volunteer acknowledges having had an opportunity to read this Agreement in full and an opportunity to ask any questions regarding its contents.

READ CAREFULLY

Nameless Ministries is not responsible for providing medical treatment for me, but if it does provide any, I release the Nameless Ministries from any claim arising from that treatment. I (and my parent or legal guardian on my behalf) authorize the Nameless Ministries to obtain or provide emergency hospitalization, surgical or other medical care for me as provided in the consent for medical care provided below. I am responsible for my own insurance coverage, and I have no right to expect that the Nameless Ministries will provide insurance for me.

I agree that I will accept and abide by all of the Nameless Ministries rules and regulations and that violating these rules and regulations could place myself in danger of injury or death

I agree that this agreement is intended to be as broad and inclusive as permitted by the laws of Florida and that this agreement will be governed by the laws of that state. If any portion of this agreement is held invalid, a court should revise it to make it enforceable.

I understand that this is the entire agreement between the Nameless Ministries and me, and that the agreement cannot be modified or changed in any way by any other representation or statement.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF I BECOME SICK WHILE I VOLUNTEER WITH NAMELESS MINISTRIES , I WILL HAVE NO RIGHT TO MAKE A CLAIM, FILE A LAWSUIT, OR COLLECT DAMAGES AGAINST NAMELESS MINISTRIES OR ITS AFFILIATES, EVEN IF THEY NEGLIGENTLY CAUSED THE BODILY INJURY. I HEREBY WARRANT THAT I HAVE LEGAL AUTHORITY TO ACT ON MY CHILD’S BEHALF. I AGREE, ON MY OWN AND/OR MY CHILD’S BEHALF, TO THE TERMS AND CONDITIONS IN THIS DOCUMENT.

☐ I, undersigned, agree with the following statement:

All items on this form have been completed and my questions about this form have been answered.

Signature

Date