



VOLUNTEER WAIVER

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CONFIDENTIALITY AGREEMENT

As a volunteer of the National Ability Center, I acknowledge that I may have access to the organization's data, plans, decisions, and/or other confidential information, such as financial statistics, employee data, participant data, client lists and information, or marketing plans. No volunteer may use or release this kind of information to others for their own use, personal profit, or benefit. This applies to the use of confidential information about agencies with which National Ability Center has, or is considering, an association.

You must regard personal information about other employees, and other volunteers as confidential in order to preserve the privacy of your colleagues. Employees/and or volunteers who handle confidential information or who have access to such information, whether physical, electronic, or otherwise, are responsible for the careful use, distribution, and disposal of such information.

Employees and volunteers must also handle and respect client and participant confidential information. Except as permitted by law and National Ability Center policy, volunteers shall not:

- Disclose personal information about clients or participants to unauthorized persons;
- Disclose client information or the location of clients or participants to any unauthorized persons;
- Tamper with or intrude upon any voice, video, data, or fax transmission; or
- Allow access to any communication distributed or transmitted by the National Ability Center.

I will take reasonable care to properly secure confidential information on my computer and will take steps to ensure that others cannot view or access such information. When I am away from my workstation or when my tasks are completed, I will log off my computer or use a password-protected screensaver in order to prevent access by unauthorized users.

I will not disclose my personal password(s) to anyone without the express written permission of my department head or record or post it in an accessible location and will refrain from performing any tasks using another's password.

DATE:

SIGNATURE of VOLUNTEER or GUARDIAN OF VOLUNTEER (if under 18 years old)

BACKGROUND CHECK (for volunteers 18 years or older)

An additional background check form will be required of all volunteers who are 18 years and older. Once this application is submitted, you will be provided that form. For volunteers requiring community service hour documentation, a fee of \$15 is required to cover background check fees.

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation during activities, I may be found by a court of law to have waived my right to maintain a lawsuit against NATIONAL ABILITY CENTER and its subsidiaries and affiliates on the basis of any claim from which I have released them herein.

In consideration of the services of NATIONAL ABILITY CENTER, their, subsidiaries and affiliates; agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NATIONAL ABILITY CENTER"), I hereby agree to release, indemnify, and discharge NATIONAL ABILITY CENTER, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

4. As a borrower of NATIONAL ABILITY CENTER owned equipment, I agree to release liability and covenant not to sue the NATIONAL ABILITY CENTER, its affiliated clubs, their administrators, directors, agents, coaches and other employees of the organization, other participants, sponsors, advertisers, their heirs and if applicable, owners and leasers of the premises used to conduct the activity, all of which are hereafter referred to as "releasees", from demands, losses or damages on account of injury, including death or damage to property, caused in whole or in part by the negligence of the release or otherwise.

ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO COVID-19 OR ANY OTHER INFECTIOUS DISEASE

The Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) and the associated novel coronavirus disease (COVID-19) have been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread from person-to-person, although the specific mode(s) of infection and spread currently are not fully understood. Contracting SARS-CoV-2 and contracting COVID-19 may cause serious illness, disability, or death. Federal, state, and local governments and federal, state, and local health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The NATIONAL ABILITY CENTER is following current guidelines set forth by the Summit County Health Department in an effort to reduce the spread of SARS-CoV-2 and COVID-19. The NATIONAL ABILITY CENTER cannot guarantee that you, your family member(s) or dependent(s) will not contact SARS-CoV-2 or contract COVID-19 or any other infectious disease as a result of you, your family member(s) or your dependent(s) visiting or attending the NATIONAL ABILITY CENTER or participating in any NATIONAL ABILITY CENTER programs, activities, or events.

By signing this agreement, I acknowledge the contagious nature of SARS-CoV-2 and/or COVID-19 or any other infectious disease and voluntarily assume the risk that I, my family member(s), or dependent(s) may be exposed to or infected by SARS-CoV-2 or contract COVID-19 or any other infectious disease by visiting or attending the NATIONAL ABILITY CENTER or a NATIONAL ABILITY CENTER program, activity, or event, 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 SARS-CoV-2 and/or contracting COVID-19 or any other infectious disease at NATIONAL ABILITY CENTER may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the NATIONAL ABILITY CENTER and NATIONAL ABILITY CENTER officers, directors, employees, volunteers, visitors, and program participants, their families, and their support. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my family member(s), dependent(s) or myself, including, but not limited to, personal injury, illness, disability, and death, damage, loss, claim, liability, debts, obligations, causes of actions, judgments, or expense, of any kind ("Claims"), that I, my family member(s) or dependent(s) may experience or incur in connection with visiting or attending the NATIONAL ABILITY CENTER or participating in NATIONAL ABILITY CENTER programming, activities, or events.

On my behalf, and on behalf of my family member(s) and dependent(s), I hereby release, acquit and waive all Claims and covenant not to sue, hold harmless and forever discharge the NATIONAL ABILITY CENTER, its officers, directors, employees, agents, attorneys, insurers, and representatives, of and from any and all claims, charges, demands, promises, acts, agreements, costs damages, debts, obligations, causes of action, expenses, judgments, levies, liabilities, losses, including but not limited to the Claims arising out of, relating to, or in connection with exposure to SARS-CoV-2 or contracting COVID-19 or any other infectious disease as a result of or in connection with my, my family member(s), or my dependent(s) visitation or attendance at the NATIONAL ABILITY CENTER or participation in NATIONAL ABILITY CENTER programming, activities, or events. I understand and agree that this release includes all Claims even if based on the actions, omissions, or negligence of NATIONAL ABILITY CENTER, its officers, directors, employees, agents, and representatives, and regardless of whether exposure to SARS-CoV-2 or contracting COVID-19 or any other infectious disease occurs before, during, or after visiting or attending the NATIONAL ABILITY CENTER or participation in any NATIONAL ABILITY CENTER program, activity, or event.

The releases herein shall be interpreted as broadly as possible and shall be completely binding and enforceable at law. Nothing herein shall be interpreted as limiting any limitations or protections from liability available to the NATIONAL ABILITY CENTER under applicable law. I acknowledge that the releases and waivers provided for herein include all claims