**Volunteer Waiver, Release of Liability, and Image Release**

THE QUILTMAKER CAFE

Chatham County, North Carolina 27312

This Volunteer Waiver, Release of Liability, and Image Release (this “Release”) is executed on the date written below by the undersigned for himself or herself and/or as the lawful parent or guardian of any minor identified herein (collectively, the “Volunteer”) and releases The Quiltmaker Cafe (the “Nonprofit”), a 501(c)(3) nonprofit corporation organized and existing under the laws of the State of North Carolina, and each of its directors, officers, employees, and agents. The Volunteer makes this Release for and in consideration of receiving permission to participate in the Support Activities and being granted access to the Premises, intending to be bound by its terms, now and in the future.

The Volunteer desires to provide services and engage in Support Activities without compensation for the Nonprofit. The Volunteer understands that the scope of his/her relationship with the Nonprofit is limited to a volunteer position and he or she is not an employee or agent of The Quiltmaker Cafe. The Volunteer understands and acknowledges that:  (i) the Support Activities are purely a voluntary activity in which participation is because he or she so desires, and the Volunteer can stop participating in or be asked to stop participating at any time for any or no reason; (ii) he or she is being granted access to The Quiltmaker Cafe’s premises and facilities (the “Premises”) only for participation in the Support Activities; and (ii) the Volunteer is assuming the risks set forth in this Release.

1. **Waiver and Release:** I, the Volunteer, release and forever discharge and hold harmless the Nonprofit and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the services I provide to the Nonprofit. I understand and acknowledge that this Release discharges the Nonprofit from any liability or claim that I may have against the Nonprofit with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to Nonprofit while I am providing Volunteer services.
2. **Insurance:** Further, I understand that the Nonprofit does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of injury, illness, death or damage to my property. I represent, warrant, and certify to The Quiltmaker Cafe that I have adequate medical or other insurance to cover and pay for any possible injury, loss, or damages that I might incur while participating in the Support Activities or while present on the Premises.  I agree to pay for any and all costs and expenses of such injury, loss, or damages to the extent not covered or paid for by such insurance.
3. **Medical Treatment and Injury Claims:** I hereby Release and forever discharge the Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a Volunteer with the Nonprofit. I forever waive all rights I had, have, or may have in law, equity, or otherwise in connection with, any and all claims, demands, causes of action, damages, pain and suffering, obligations, costs, expenses, attorneys’ fees, losses, and liabilities (collectively, the “Claims”) arising out of or related in any way to my participation in the Support Activities, travel to and from the Support Activities, or access to or use of the Premises, without regard to whether the Claims already exist or may arise in the future, including, without limitation, any and all Claims:  (i) for, or on account of, death, personal injury, property damage, or loss of any kind; (ii) relating to injuries, illnesses, or damages sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of the Released Parties; or (iii) under any theory, claim, or charge arising under any federal, state, or local laws.  I expressly waive any such claim for compensation or liability on the part of the Nonprofit in the event of such injury or medical expenses incurred by me and hold the Nonprofit harmless from and against any and all claims arising from my participation in volunteer and support activities.
4. **Assumption of Risk:** I acknowledge and understand that participation in the Support Activities comes with inherent risks and that such risks may cause serious injury or illness, in some cases including death.  As part of the Support Activities, I among other things, may be working around restaurant equipment and engaging in cooking activities that pose hazards inherent to a restaurant and kitchen environment. I may also be in close contact with other volunteers and individuals. I acknowledge, understands, and am aware that participating in the Support Activities presents risks of exposure to communicable disease(s), including, but not limited to, the virus known as “severe acute respiratory syndrome coronavirus 2” (“SARS-CoV-2” or “COVID-19”) and/or any mutation or variation thereof, and that The Quiltmaker Cafe cannot guarantee that I will not be exposed to or infected with COVID-19 or any other communicable disease while participating in the Support Activities or present on the Premises. As a Volunteer, I hereby expressly assume the risk of injury or harm from these activities and Release the Nonprofit from all liability for injury, illness, death or property damage resulting from the services I provide as a Volunteer or occurring while I am providing volunteer services.
5. **Photographic and Copyright Release:** I irrevocable grant and convey unlimited permission to the Nonprofit for all rights, title, and interests in any and all photographs, images, video or audio recording of me or likeness or voice made by the Nonprofit in connection with the providing of any volunteer services or activities to the Nonprofit without compensation of any kind to include the:  (a) use, reproduction, sale, and distribution of any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of the Volunteer and his or her participation in the Support Activities for any legitimate purpose in perpetuity; and to (ii) film, videotape, and record the participation of the Volunteer in the Support Activities.
6. **Rules:  I** agree to follow The Quiltmaker Cafe’s health policies, dress codes, and all other rules and policies regarding participation in the Support Activities (the “Rules”).  I acknowledge and agree that I may be required to stop participating in the Support Activities and leave the Premises for a failure to follow the Rules:

* **Hand washing and personal hygiene:** Food handlers must wash their hands and exposed portions of their arms in the following situations: Immediately before food prep, working with clean equipment and utensils, and unwrapped single-service / single-use articles; After using the toilet; After coughing, sneezing or using a tissue; After eating, drinking or using tobacco; In between working with raw food and ready-to-eat food; Before putting on gloves to prepare food; After handling soiled equipment or utensils; After caring for or handling service or aquatic animals; As often as necessary to remove soil and contamination to prevent cross contamination when changing tasks; or After performing other activities that contaminate the hands or arms. Food handlers must not wear fingernail polish or artificial nails when working with exposed food unless single-use gloves are worn. Food handlers may not wear jewelry on their arms and hands except for a plain ring, such as a wedding band, during food preparation. Food handlers must only eat, drink or use tobacco products in designated areas to prevent the contamination of exposed food, clean equipment, utensils and linens, and other items needing protection.
* **Volunteers with illness:** Food service volunteers must report to the manager or owner when they are sick with an illness that is transmitted through food. Food service volunteers must inform the PIC (Person in Charge) if they experience the following symptoms: Vomiting; Diarrhea; Jaundice; Sore throat with fever; or an infected lesion or infection on the hands, wrists, or exposed areas of the arm. Food service volunteers must inform the PIC if they have been diagnosed by a health practitioner with any of the following illnesses: Norovirus; Hepatitis A; Shigella Shiga toxin-producing E. coli; or Salmonella typhi. Food service volunteers must inform the PIC if they have been exposed to or are the suspected source of a confirmed outbreak of the following: Norovirus within the past 48 hours of exposure; Shiga Toxin-Producing E. coli within the past 3 days; Salmonella within the past 14 days; or Hepatitis A within the past 30 days. The manager shall make sure that a food service volunteer who reports to the Premises or Support Activities sick with any of the above symptoms or who has been exposed or diagnosed with any of the above illnesses shall be excluded or restricted from work. All volunteers must immediately report to the PIC any positive test for or confirmed exposure to COVID-19 and must not return to the Premises or engage in Support Activities until the volunteer has satisfied all existing quarantine policies in place at The Quiltmaker Cafe, which are consistent with CDC and public health guidance.

1. **Other:** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that this Release shall be governed by and interpreted in accordance with the exclusive jurisdiction of the state and federal courts located in North Carolina for any dispute or litigation. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected. I agree the waiver, release, assumption of risk, indemnifications, and other legal obligations set forth in this Release shall remain in full force and effect and shall be applicable to any and all future participation in the Support Activities and access to or use of the Premises by Volunteer for participation in the Support Activities.

In the event of an emergency, please contact the following person(s):

Emergency Contact Relationship Telephone

**I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally.**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date of Birth (Month/Day/Year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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