Hawai‘i Contemporary Volunteer Program
Assumption of Risk, Waiver, and Release of Liability

This Assumption of Risk, Waiver, and Release of Liability (this “Release”) is a legal agreement executed in favor of Hawai‘i Contemporary, all of its related or affiliated organizations and its directors, advisors, officers, employees, volunteers, interns, representatives and agents (collectively, the “Released Parties”). Please read this document carefully before signing.

I, _______________________________, acknowledge that I freely and voluntarily agree to participate in the Hawai‘i Contemporary’s volunteer program and in return for allowing me to participate in such program, agree to the following terms:

General Waiver and Release of Liability
I understand that my participation in the volunteer program may involve risks. I hereby release, discharge, indemnify, hold harmless, defend, exonerate and covenant not to sue the Released Parties from, against or with respect to any and all liability, claims, damages, and losses of any kind or nature whatsoever, whether at law, in equity or otherwise, which arise directly or indirectly from the internship program.

I specifically understand and agree that this Release forever discharges the Released Parties from any and all liability or claims that I may have against the Released Parties with respect to bodily injury, personal injury, illness, death, or property damage or loss that may result, directly or indirectly, from the volunteer program, whether caused by the negligence of any of the Released Parties or otherwise, and in all cases to the fullest extent permitted by applicable law.

I understand that Hawai‘i Contemporary does not and shall not assume any responsibility for or obligation to provide financial assistance or other assistance to me. In the event that the Hawai‘i Triennial does reimburse me for certain expenses incurred in connection with the volunteer program, the giving of such assistance shall not in any way supersede the terms and intent of this Release.

Medical Treatment
I understand that Hawai‘i Contemporary does not provide health insurance. I, therefore, certify that I carry valid and current health insurance that will cover medical services that might be necessary due to accidents, illnesses or injuries I may face while participating in this volunteer program. I agree that I will not participate in the volunteer program should I become uninsured.
Automobile Insurance
If I use my own motor vehicle or my own equipment of any other sort, I certify that this equipment has been properly maintained, is in good working condition, and that I am competent to use it in a safe and effective manner. I also certify that I have a valid license for any motor vehicle or other equipment I may use and that such motor vehicle or equipment is properly insured.

Assumption of Risk
I recognize that there may be unavoidable and unforeseeable risks involved in participation in the volunteer program. I further agree that participation in any activity will be at my own discretion and judgment. I voluntarily assume the risk of injury or harm to my person or property or the persons or property of my accompanying dependents or companions during my participation in this volunteer program. I understand that the Released Parties are not responsible for the acts or omissions of any third party.

Standards of Conduct/Discipline
I agree to become informed of and abide by the policies and standards of Hawai‘i Contemporary.

It is my express intent that this Agreement shall bind the members of my family, my heirs, and assigns. This Agreement shall be construed in accordance with the laws of the State of Hawai‘i. Jurisdiction and venue for any actions with respect to this Release shall only be had in a court of competent jurisdiction in the State of Hawai‘i. I am 18 years of age or older.

I have read and fully understand the above Agreement. I voluntarily sign this Agreement.

Name (please print): ________________________________

Signature: _______________________________________

Date: ___________________________________________
Safety Pledge & Protocols during the COVID 19 Pandemic [VOLUNTEER]

HAWAII CONTEMPORARY (“the Organization”) pledges to maintain a safe workplace for employees, clients and visitors to its workplaces. The Organization requires employees to receive a vaccination and pledge to ensure and keep a safe working environment.

I, ___________________________ (“Volunteer”), as of the date written below, confirm that I have been fully vaccinated, but pledge to follow the Organization’s workplace safety protocols during the COVID-19 pandemic or as modified by the Organization according to guidelines from our City, State and Federal governments, for as long as the pandemic lasts and specifically,

· I will arrive at work wearing a suitable face covering/mask that will help to stop the spread of respiratory particles. I will wear this mask throughout my time at work.
· I will wash my hands with soap regularly, at least 4 times/day.
· I will practice social distancing and be aware of the space around me keeping a minimum of 6 feet from others.
· I will disinfect my workstation at the beginning and end of my shift and any time I think it may have become contaminated.
· I will provide a copy of my updated COVID19 vaccination card for verification

I will stay home if I feel sick or have any symptoms related to COVID-19 such as:

- Fever or chills
- New loss of taste or smell
- Cough
- Sore throat
- Shortness of breath or difficulty breathing
- Congestion or runny nose
- Fatigue
- Nausea or vomiting
- Muscle or body aches
- Diarrhea
- Headache

I will report to my supervisor immediately if I start feeling sick.

I acknowledge that I am responsible for my own safety and actions during my work and presence in the Organization’s workplace and recognize that I may be at risk of contracting COVID-19 and a risk to others by spreading COVID-19. I, accordingly, release and waive any claims I may have against the Organization that arise directly or indirectly from any illness or injury I may sustain related to COVID-19 from my work for the Organization.

I solemnly make this pledge to protect myself and my fellow workers with full intention of keeping this agreement.

_________________________________________  ______________________________________
Signature                                      Date