

# Volunteer/Non-Paid Intern Agreement/Release Waiver

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Relationship: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

Any allergies, medications, or other information needed in an emergency:

☐ I am a youth Volunteer? (Under 18 years of age)

If so, please enter your parent's information below:

Mothers full name: \_\_\_\_\_

Fathers Full Name: \_\_\_\_\_

Or Legal Guardians Full name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

## AREAS OF INTEREST

- |  |  |
|--|--|
| <input type="checkbox"/> 24/7 Hotline                                | <input type="checkbox"/> Domestic Violence (assistant) |
| <input type="checkbox"/> Administration (Emails, Filing)             | <input type="checkbox"/> Sexual Assault (assistant)    |
| <input type="checkbox"/> Social Media (Posts, events, Announcements) | <input type="checkbox"/> Grief Support                 |
| <input type="checkbox"/> Counseling (Must be licensed)               | <input type="checkbox"/> Youth (assistant)             |
| <input type="checkbox"/> Coaching (Must be certified)                | <input type="checkbox"/> PTSD (assistant)              |
| <input type="checkbox"/> Support Groups (No requirements)            | <input type="checkbox"/> Exercise & Dance (assistant)  |
| <input type="checkbox"/> Teach a workshop (No Requirements)          | <input type="checkbox"/> Crafts (assistant)            |
| <input type="checkbox"/> Events (Networking, set up, & take down)    | <input type="checkbox"/> Mentorship / Sponsor          |
| <input type="checkbox"/> Ministry (Prayer room, reach out, support)  | <input type="checkbox"/> Food & Supply Pantry          |
| <input type="checkbox"/> Senior Center (assistant)                   | <input type="checkbox"/> CPA                           |
| <input type="checkbox"/> Mommy & Me (assistant)                      | <input type="checkbox"/> Other _____                   |
| <input type="checkbox"/> Addiction (assistant)                       |  |



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## SKILLS & STRENGTHS:

- |  |                                     |  |
|--|-------------------------------------|--|
| <input type="checkbox"/> Speak another language      | <input type="checkbox"/> Security   | <input type="checkbox"/> Computer (Microsoft, PowerPoint, Excel) |
| <input type="checkbox"/> Labor (Heavy Lifting 50lbs) | <input type="checkbox"/> Networking | <input type="checkbox"/> Other: _____                            |
| <input type="checkbox"/> Numbers (accounting)        |                                     |  |

## AVAILABILITY

**Our volunteer requirements are that you will need to commit to 3 days a month as well as a 1-year commitment. Some shifts might be only a few hours and others might require more if you're on the hotlines. Please let us know your availability:**

- |                                    |                                   |
|------------------------------------|-----------------------------------|
| <input type="checkbox"/> Monday    | <input type="checkbox"/> Friday   |
| <input type="checkbox"/> Tuesday   | <input type="checkbox"/> Saturday |
| <input type="checkbox"/> Wednesday | <input type="checkbox"/> Sunday   |
| <input type="checkbox"/> Thursday  |                                   |

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

## RELEASE AND WAIVER OF LIABILITY

This release and waiver of liability is executed on the date set forth above by \_\_\_\_\_ ("Volunteer" also known as a Non-Paid Intern") in favor of **CENTRAL POINT BEHAVIORAL HEALTH CENTER** also known as **CPBHC** and their directors, officers, employees, volunteer, sponsors, agents, successors, affiliates, and assigns (collectively, "CPBHC").

Volunteer desires to engage in activities related to being a volunteer for CPBHC (the "Activities"). Volunteer understands that the Activities may include advocacy, networking, fundraisers/events set up and tear down, hotline, ministry, support groups, counseling, coaching, mentoring, referral assistance, constructing and rehabilitating residential buildings and related improvement, working in the CPBHC offices and providing various volunteer services.

**Volunteer hereby freely, voluntarily, and without duress execute and Releases under the following terms:**

## RELEASE AND WAIVER

- a) Volunteer **WAVES, RELEASES, AND DISCHARGE CPBHC** from any and all liability, including but, not limited to, liability arising from CPBHC negligence or fault, for Volunteer's death, disability, personal injury, property damage, property theft, any and all trauma, or actions of any kind which may hereafter occur to Volunteer, **including traveling to and from the activities.**



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- b) Volunteer **INDEMNIFIES, HOLDS HARMLESS, AND PROMISES NOT TO SUE CPBHC** from any and all liabilities or claims made as a result of Volunteer's participation in Activities, whether caused by CPBHC negligence or otherwise.

Volunteer acknowledges that CPBHC is **NOT** responsible for the errors, omissions, acts, or failures to act of any other party or entity conducting a specific activity on its behalf.

**DISPUTES:** Volunteer agrees to waive all right to file a claim of any kind such as but not limited to compensation benefits, unemployment, labor dispute, injury, psychological and emotional trauma, or grievances against the company or members of staff/board directors, officers, employees, volunteer, sponsors, agents, successors, affiliates, and assigns (collectively, "CPBHC") their family or assets/estate.

- **Term of Agreement.** This Agreement shall survive the termination the volunteer. It is not revoked or modified under any circumstances.
- **Controlling Agreement.** This Agreement shall supersede and replace any other previous agreement with CPBHC.
- **Voluntary Agreement.** By executing this Agreement, volunteer acknowledges that they have been given the opportunity to fully review and understand the terms of this Agreement. Volunteers understand the terms of this Agreement and freely and voluntarily sign this Agreement.

**LETTER OF UNDERSTANDING:** Volunteer understands that CPBHC has a screening process which is used to identify citizens who are qualified to be a CPBHC volunteer. The volunteer acknowledges that he/she may or may not be notified that he/she has not been selected to be a CPBHC volunteer. There are many factors which may eliminate a volunteer from further participating with CPBHC. Most often, however, there is not a single factor which disqualifies a volunteer. CPBHC volunteers, trainers, staff, and board members make the judgment regarding a volunteer's readiness to be a CPBHC volunteer based upon observations during the CPBHC interactions, training, volunteering and a recommendation from the law enforcement officers department which conducts the background checks. The volunteer understands that a specific explanation of the decision not to accept the volunteer as a will not be given. Also, the fact that the volunteer has not been accepted and the reasons why will not be disclosed to anyone outside the team that made the decision of dismissal.

**NOTIFICATION/RELEASE OF INFORMATION:** Volunteer hereby authorize ANY AUTHORIZED AGENT OR ASSOCIATE, or any agent of CPBHC to contact any and all corporations, former employers, credit agencies, educational institutions, law enforcement agencies, city, state, county and federal courts and military services to release information about my background including, but not limited to information about my employment, education, consumer credit history, driving record, criminal record, and general public record history to the person or organization with which this form has been filed. This releases the aforesaid mentioned parties from any liability and responsibility for the collecting the above information. This release shall remain in effect for the length of the volunteer /intern service. I believe to the best of my knowledge that all information I have provided is accurate, true and correct and that I am fully understand the terms and conditions of this release.



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- **DISCLAIMER:** While the information contained in the report provided has been obtained from public records, data source deemed to be reliable, it's accuracy cannot be guaranteed due to potential human error in the actual record of record. Since this information is not owned by Central Point Behavior Health Center, and since public record data on anyone individual, group of individuals, company, or companies can be contained in more than one repository, Central Point Behavior Health Center can only rely on its accuracy from the public records data source is presently available at the time of the search. This information is furnished for your exclusive use and accepted by you without any liability on the part of Central Point Behavior Health Center, it sources, officers, agents, or employees. Furthermore, you agree to indemnify Central Point Behavior Health Center, it sources, agents, and employees of any liability for the use of this information and shall agree that the right to obtain and the purpose of this information, for your exclusive use, is fully within the appropriate law or laws which apply to the permissible purpose of retrieving background information on an individual's criminal record history or credit history.

**IMPLICATIONS OF HIPAA:** A federal law went into effect in April 2003 which affects CPBHC volunteers. The law is called the HIPAA or Health Insurance Portability and Accountability Act. This law directly affects CPBHC because we work in hospitals and with EMS system. We need to comply with the HIPAA, or we could potentially be fined or even suffered criminal penalties. I have outlined below what CPBHC volunteers must do/not do to comply with HIPAA.

CPBHC volunteers should never disclose information about a client's condition to anyone during or after it call. Volunteers should not discuss a client's condition with each other during or after a called or disclose the client's condition to arriving family or friends. Medical personnel are only allowed to use single words to describe a patient's condition to those who are not immediate family members and only if the Inquirer knows the patient's full name. These single word descriptions are: "good", "fair", "serious", "critical", and "deceased". When call sharing at Continued Education meetings, CPBHC volunteer should not use the client's name and should only use one-word to describe the patient's condition.

CPBHC volunteer can still play an important role as an information advocate i.e., letting the CPBHC staff know about the family need for information.

When a client's is a child, medical personnel will only give information regarding the child's condition to parents. if the parents want to designate someone else as able to receive patient information, they must do so in writing.

As a CPBHC volunteer you can play an important role in explaining to others why the "system" is not providing them with information about patient i.e., "they are not allowed to by law." Also, don't take it personally as a CPBHC volunteer as medical personnel are reluctant to let you know about a client's condition. For example, a doctor or nurse may seek permission of a family to allow you to be in a situation where the patient's condition is discussed.



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CPBHC volunteers should never leave with written information from the client's case file. CPBHC volunteers have in the past been given the face sheet from client's chart so that the volunteer could obtain information about the client's for CPBHC paperwork. We still need information about the client's (name/ mailing address) but the volunteer should obtain this information by asking CPBHC members or client directly. Ask: "Can I have your address? We would like to know you some helpful information."

In summary you will comply with HIPAA rules as a CPBHC volunteer if you keep the following two general principles in mind:

- Information about the client's condition (including "mental health") is sacred as a CPBHC volunteer you cannot disclose it to anyone or talk about it with other volunteers only your team lead. CPBHC volunteers and staff should not write information about the client's in non CPBHC reports (meaning you cannot write it on personal note pads, only CPBHC forms.
- Always let immediate family members take the lead in disclosing patient information to others. That's not a CPBHC volunteer's job.
- I understand that HIPPA rules and will comply with them as a CPBHC volunteer.

**NON-DISCLOSURE AGREEMENT:** Volunteer acknowledges and agrees that as a CPBHC volunteer he/she will be the recipient from CPBHC, its agents, employees, other volunteers or survivors of information which CPBHC considers to be proprietary and/or confidential, including but not limited to, information received during CPBHC trainings, in visits to clients, survivors, sponsors or supporters, information contained in CPBHC manuals, videos and brochures (all such information herein refer to either as "CPBHC Proprietary Information" or "CPBHC Confidential Information"). The volunteer further acknowledges that CPBHC has copyrighted certain CPBHC materials (hereinafter referred to as "CPBHC Copyrighted Materials"), which is therefore protected from use by others under the United States copyright laws.

To prevent the unauthorized use of CPBHC Proprietary Information, CPBHC Confidential Information or CPBHC Copyrighted Materials, the undersigned hereby agrees that he or she will not, without the express written consent of a national officer of Central Point Behavior Health Center.

Volunteer agrees not to disclose to any other person, firm or organization any CPBHC Proprietary Information, or CPBHC Confidential Information except as required in the performance of his or her duties for CPBHC or use for any other purpose than in the performance of his or her duties for CPBHC (or authorize any other person, firm or organization to use) any CPBHC Proprietary Information, or CPBHC Confidential Information, or CPBHC Copyrighted Materials.

**NON-COMPETE AGREEMENT:** Volunteer acknowledges that they have access to CPBHC confidential documents/forms, clients, customers, and other confidential data. Volunteer agrees to retain said information as



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confidential and not to use said information on their own behalf or disclose same to any third party. This agreement shall be binding upon signing below.

**INTELLECTUAL PROPERTY AGREEMENT:** Volunteer hereby agree that all the present and future rights and title, as well as the interest to all intellectual property (hereinafter referred to as “**Intellectual Property**”) that is created and/or discovered during the term of their volunteering. Volunteer does hereby **RELEASE AN FOREVER DISCHARGE** any intellectual property which includes, but is not limited to, trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets, algorithms, codes, inventions, processes, software, formulas, ideas, concepts and developments, creations, inventions, designs, art, programs, names, brandings used, mentioned, shown to CPBHC, and its directors, officers, employees, volunteer/non-paid interns, sponsors, agents, successors, affiliates, and assigns (collectively, “CPBHC”). Volunteer acknowledges that they cannot market any services, classes, training, support groups, resources, as their own, as everything done under CPBHC is property of CPBHC. All creations, inventions, designs, art, programs, names, brandings are now the property of CPBHC. Volunteer agrees not to make any copies of the tangible embodiments or try to recreate them.

**DISCLAIMER “CPBHC IS NOT A CLINIC WITH LICENCED DOCTORS”** we are a behavioral health center that provides resources and free to low-cost services to the community. Our volunteers range from volunteers with no experience, peer support, advocates, ministers, life coaches, counselors, paralegals, LDA’s and much more. We are “not doctors” or “medical professionals” as we do not offer any professional medical advice, diagnosis, treatment, or medication. We provide support services (fellowship, and validation while navigating through the healing process, educational resources, goal setting, case management, immediate "basic needs" such as food (including water), shelter and clothing, and so much more.

**MEDICAL CONDITION:** Volunteer certifies that a qualified medical professional has not advised against in the participating in the Activities. Volunteer certifies that there are no health-related reason or problems which preclude participation in the Activities.

**MEDICAL TREATMENT:** Volunteer does hereby **RELEASE AN FOREVER DISCHARGE CPBHC** from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteers Activities with CPBHC. Volunteer hereby consents to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Activities.

- Initial \_\_\_\_\_ I would like to be resuscitated
- Initial \_\_\_\_\_ Do not resuscitate

NOTES: \_\_\_\_\_

\_\_\_\_\_

**HARASSMENT:** CPBHC is committed to providing staff and volunteers/interns with an environment that is free from discrimination an unlawful harassment. Actions, words, jokes or comments based on individual sex, race, ethnicity, age, religion, or any other legally protected characteristics will not be tolerated. CPBHC encourages staff volunteers to bring any incidents of sexual harassment or other discriminatory actions to the immediate attention of their direct supervisor. Volunteers understand that they are expected to treat each other with courtesy, consideration and professionalism and that inappropriate behavior will not be tolerated. All allegations will be taken seriously, thoroughly investigated and acted upon quickly.

- Volunteer acknowledges that inappropriate behavior and harassment of any kind will not be tolerated and could be cause for legal recourse.



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- Volunteer agrees not to conduct inappropriate behavior, or verbally, sexually assault, harass anyone during and not during volunteer hours. Any allegations brought to our attention is cause for immediate dismissal until a full investigation is completed (no exceptions).
- Volunteer acknowledges that all forms of Slader and Defamation of Character will not be tolerated and is cause for legal recourse.
  - Defamation of character states that any oral or written communication of a **false statement about another that unjustly harms their reputation** constitutes a tort or crime.
  - Slader states that an action or crime of **making a false spoken statement damaging to a person's reputation**.

**SUBSTANCE ABUSE:** Volunteer understands that Substance will not be tolerated, and volunteers are subjected to random drug test upon request. Volunteer understands that any allegations brought to our attention is cause for immediate dismissal until a full investigation is completed (no exceptions).

**COVID OR OTHER RELATED DISEASE/ILLNESS:** Directors, officers, employees, volunteer/non-paid interns, sponsors, agents, successors, affiliates, and assigns (collectively, "CPBHC") and community *are not required to wear masks* unless it becomes mandated. Directors, officers, employees, volunteer/non-paid interns, sponsors, agents, successors, affiliates, and assigns (collectively, "CPBHC") and community *are not required to get vaccinated*. By signing below your acknowledging that at any time you can get sick or contract a COVID, disease and or illness, and

CPBHC will not be held liable. Volunteer agrees to voluntarily assume full responsibility for any risk or loss, property damage or personal injury, including death, or any loss or damage to property owned by volunteer, as a result of being engaged in the activities, whether caused by the negligence of CPBHC or otherwise.

**ASSUMPTION OF THE RISK:** VOLUNTEER UNDERSTANDS THAT THE ACTIVITIES INCLUDING WORK THAT MAY BE HAZARDOUS TO THE VOLUNTEER, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION, DEMOLITION, HANDLING HAZARDOUS MATERIALS, LOADING AND UNLOADING, AND TRANSPORTATION TO AND FROM WORK SITES. VOLUNTEER IS FULLY AWARE OF THE RISK AND HAZARDS CONNECTED WITH THE ACTIVITIES AND HEREBY ELECTS TO VOLUNTEER PARTICIPATE IN THE ACTIVITIES, AND TO ENGAGE IN SUCH ACTIVITIES KNOWING THAT THEY MAY BE HAZARDOUS TO THE VOLUNTEER. VOLUNTEER AGREES

TO VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OR LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, OR ANY LOSS OR DAMAGE TO PROPERTY OWNED BY VOLUNTEER, AS A RESULT OF BEING ENGAGED IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF CPBHC OR OTHERWISE.

**INSURANCE:** Volunteer understands that, except as otherwise agreed to by CPBHC in writing, CPBHC does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Volunteer also understands that CPBHC does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical health, or disability insurance in the event of injury or illness.

**PHYSICAL REQUIREMENTS:** Volunteer understands that they may be required to:

- Remain in an upright stationary position for an extended period of time.
- Move unassisted, including occasionally being asked to ascend/descend stairs and traverse uneven and/or rough terrain.
- Move and position self onto floor and back to an upright position.
- Work both indoors and outdoors, and may be exposed to sun, rain, snow and extreme heat or cold.
- Exchange accurate information with others, including directly in person and over the telephone.
- Lift items weighing up to 50 pounds to a height of 3-4 feet and move items short distances.

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- Tolerate a variety of unpleasant mental health issues, traumas, sights (but not limited to deaths) and smells and stressful/emotional environment.
- Drive during the day and at night.
- Tolerate the presence of pets who may be in close proximity to me.

**PHOTOGRAPHIC RELEASE:** Volunteer understands they will be photographed, and volunteer gives CPBHC all rights, title, and interest in any and all photographic images and videos or audios recordings made by CPBHC during Volunteer's activities with CPBHC, or other events, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Volunteer does hereby grant and release CPBHC permission to post on all social media platforms, newspapers, billboards, and any and all public facilities and forums.

**MARKETING MATERIAL:** Volunteer understands that, and all marketing material must be created and approved by CPBHC board members before it would be allowed to be distributed to the public via flyers, all forums for social media posts, newspapers, billboards, and any other public viewing. Volunteer understands that they are not authorized to use CPBHC logo for branding their personal website, flyers, social media post without proper authorization. Volunteer acknowledges that they cannot market any services, classes, training, support groups, resources, as their own, as everything done under CPBHC is property of CPBHC. Volunteer understands that they are not allowed to create or implement any programs/events without proper CPBHC board member approval nor host a programs/event at any location without proper CPBHC board member approval.

**VOLUNTEERING:** Volunteers understand that

- Volunteering is a privilege not a right.
- Volunteer understands that CPBHC reserves the right to terminate any volunteer "without cause."
- Volunteer acknowledges they will not be paid
- Volunteer acknowledges they will not be paid for milage
- Volunteer acknowledges they will not receive any health benefits such as insurance
- Volunteer acknowledges that this is a volunteer position, and if they ever become hired at any time, they waive all rights to any payroll claims for past volunteer hours.
- Volunteer acknowledges that CPBHC does not assume any financial responsibility for medical, health or disability payments if a volunteer sustains an injury.

**OTHER:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the state of California, and that this Release shall be governed by and interpreted in accordance with the laws of this state. Volunteer agrees that in the event that any clause or provisions of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Volunteer understands that this is a non-paid position, and health insurance or benefits are not provided. **Each volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Parent / Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.**

WITNESS / CPBHC Staff Member: \_\_\_\_\_

