



National
Kidney
Foundation® of
Hawaii

Volunteer Release and Waiver of Liability Agreement (Adults-18 yrs. and older)

Thank you for volunteering for the National Kidney Foundation of Hawaii (NKFH). We greatly appreciate your assistance and commitment to serving our community. Our insurance policy requires that we have an accurate record of all volunteers. This is a form where you agree to release the National Kidney Foundation of Hawaii of all liability while volunteering.

This Release and Waiver of Liability (the “release”) executed on _____(date) by _____ (“Volunteer”) releases National Kidney Foundation of Hawaii, (“NKFH”), a nonprofit corporation organized and existing under the laws of the State of Hawaii and each of its directors, officers, employees, and agents. The Volunteer desires to provide volunteer services for NKFH and engage in activities related to serving as a volunteer.

Details of Activity

The volunteer will participate in the following activity: _____

Volunteer understands that the scope of Volunteer’s relationship with NKFH is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that NKFH will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer’s services to NKFH.

1. Waiver and Release: I, the Volunteer, waive and release and forever discharge and hold harmless NKFH and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services I provide to the NKFH. I understand and acknowledge that this Release discharges NKFH from any liability or claim that I may have against NKFH with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to the NKFH or occurring while I am providing volunteer services.
2. Insurance: Further, I understand that NKFH 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. I expressly waive any such claim for compensation or liability on the part of NKFH beyond what may be offered freely by NKFH in the event of injury or medical expenses incurred by me.
3. Medical Treatment: I hereby Release and forever discharge NKFH 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 NKFH.
4. Assumption of Risk: I understand that the services I provide to the NKFH may include activities that may be hazardous to me including, but not limited to, infectious diseases, toxic substances, back injuries, chemical and biological exposure, and violence at the event, office, and any other location. As a volunteer, I hereby expressly assume risk of injury or harm from these activities and release NKFH from all liability. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases NKFH from all liability for injury, illness, death, or property damage resulting from the activities.



National Kidney Foundation of Hawai’i, 1314 S. King St. #1555, Honolulu, HI 96814 | T: (808) 593-1515
Kidney Cars, 1314 S. King St. #722, Honolulu, HI 96814 | T: (808) 593-1515 ext. 1

HAWAI’I ISLAND: (808) 930-8890 | MAUI: (808) 270-8890
www.kidneyhi.org | info@kidneyhi.org



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5. **Indemnification:** I will defend, indemnify and hold the Released Parties harmless from and against any and all liability, loss, damages, claims and attorney's fees that may be suffered by any Released Party resulting directly or indirectly from my volunteer activities or presence at the NKFH, except and only to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.
6. **Confidentiality:** As a volunteer, I may have access to confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as required in my volunteer activities or as NKFH's President and CEO expressly authorizes in writing.
7. **Volunteer Not an Employee:** I understand that (i) I am not an employee of NKFH, (ii) that I will not be paid for my participation, and (iii) I am not covered by or eligible for any NKFH insurance, health care, worker's compensation, or other benefits. I may choose at any time not to participate in an activity, or to stop my participation entirely with the NKFH.
8. **Photographic Release:** I grant and convey to NKFH the absolute and irrevocable rights, title, permission, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by NKFH in connection with my providing volunteer services to NKFH. I authorize the use in all forms and media and all manners for promotion, advertising, exhibition, social media or any other lawful purpose without restriction and waive any right to compensation. I do hereby waive any right that I may have to inspect or approve the finished product or any copy that may be used in connection or used to which it may be applied. I hereby release and agree to hold harmless NKFH or their legal representatives, assigns, and all persons acting under their permission or authority, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise
9. **Materials:** I understand that NKFH is the sole and exclusive owner of all right, title, and interest in and to all NKFH Materials and Presentations, including any media embodying any portion of the NKFH Materials and Presentations, and any and all derivatives of the NKFH Materials and Presentations, including but not limited to all copyrights and other intellectual property rights therein. I agree not to incorporate any third-party content or materials into the NKFH Materials and Presentations unless I have secured express written permission from NKFH and all rightsholders, including the right to license such content to NKFH.
10. **Virtual Sessions:** I waive any and all rights and claims against NKFH and/or liabilities that may arise from virtual programs via Zoom and/or a comparable online service. I am aware that online platforms collect information about its users and have their own privacy terms and conditions that I must adhere to.
11. **Other:** As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii and that this Release shall be governed by and interpreted in accordance with the laws of the State of Hawaii. 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.





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By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Volunteer Signature: _____

Volunteer Name: _____

Today's Date: _____

Volunteer Address: _____

Phone number where you are most easy to reach: _____

Email: _____

In case of emergency, please contact:

Name: _____

Relation: _____

Address: _____

Phone: _____

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