#### **EXHIBIT B**

# **VOLUNTEER LIABILITY WAIVER AND AGREEMENT**

The Genesis Project (the "Corporation") is a non-profit Corporation with tax-exempt status persistent to 26 USC § 501(c)(3). The Corporation regularly engages volunteers in its activities. In consideration for my ability to participate in the Corporation's activities, by signing below, I, the Volunteer (or the Volunteer's legal guardian, on the Volunteer's behalf), agree that:

## **Policies and Safety Rules**

For my safety and that of others, I will comply with the Corporation's volunteer policies, safety rules, and other directions for volunteer activities.

## **Awareness and Assumption of Risk**

I understand that my volunteer activities may have inherent risks that may arise from the Corporation's activities themselves, operations, my own actions or inactions, or the actions or inactions of directors, officers, employees, contract employees, other volunteers, and others present at the Corporation's events. These risks may include, but are not limited to, working in proximity with people and therefore exposed to illnesses, working at event venues, lifting objects, and performing repetitive tasks. I assume full responsibility for any and all risks of bodily injury, death, or property damage caused by, or arising directly or indirectly from, my presence or participation at the Corporation's events or activities, regardless of the cause.

### Waiver and Release of Claims

I waive and release any and all claims against the Corporation its directors, officers, employees, contract employees, and volunteers (associates), for any liability, loss, damages, claims, expenses, and attorney's fees (or attorneys' fees) resulting from death, or injury to my person or property, caused by, or arising directly or indirectly from, my presence at the Corporation's events, or participation in activities on behalf of the Corporation, regardless of the cause even if caused by negligence, whether general or gross I agree not to sue any of the Released Parties on the basis of these waived and released claims. I understand that the Corporation will only permit me to volunteer by my agreement to these waivers and releases.

### **Medical Care Consent and Waiver**

I authorize the Corporation to provide me with medical personnel of its choice including medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon the Corporation to provide such medical assistance, transportation, or emergency medical services. Additionally, I waive and release any claims against the associates arising out of any treatment, or medical service, including the lack or timing of such, made in connection with my volunteer activities with the Corporation.

### Indemnification

I will defend, indemnify, and hold all associates harmless from and against any and all loss, damages, claims, expenses, and attorney's fees (or attorneys' fees) that may be suffered by any associate resulting directly or indirectly from my volunteer activities with the Corporation, except and only to the extent the liability is caused by the gross negligence or willful misconduct of the relevant associate.

## **Publicity and Photo Release**

I consent to the unrestricted use of my image, voice, name, and/or story in any format including video, print, or electronic (materials) that any associate or others may create in connection with my participation in activities at or for the Corporation. The Corporation may make the materials available at its discretion to third parties, including photos, streamed, or other videos, on the Corporation's website and internal displays, in the Corporation's publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product and acknowledge that I am not entitled to any compensation for creation or use of the finished product.

# **Confidentiality**

As a volunteer, I may have access to sensitive or confidential information. This information includes, but is not limited to, identity, address, contact information, credit card numbers, and financial information of the Corporation's clients, volunteers, donors, and associates. At all times during and after my participation, I agree to hold in confidence and not disclose or use any such confidential information except as required in my volunteer activities or as expressly authorized in writing by the Corporation's Executive Director.

I do not agree to a photo release (Initial Here)
Volunteer Not an Employee
I understand that:
I am not an employee of the Corporation.
I will not be paid for my participation.
I am not covered by or eligible for any 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 Corporation.
Volunteer Signature:
Volunteer Printed Name:
Date: