

## VOLUNTEER LIABILITY RELEASE, WAIVER, AND CONFIDENTIALITY AGREEMENT

The purpose of this liability release, waiver, and confidentiality agreement is to protect the safety, well-being, and rights of all volunteers, staff, agents, partners, supporters, clients, and stakeholders of Friends After Diagnosis, Inc. (FAD). Everyone who volunteers with FAD is required to sign this agreement prior to beginning service with the organization. Please carefully read and provide information where necessary on the following agreement before signing:

This liability release, waiver, and confidentiality agreement (the "Agreement") was executed on \_\_\_\_\_ (date) by \_\_\_\_\_ (print volunteer name) in favor of FAD, a nonprofit corporation organized and existing under the laws of the State of Florida and each of its directors, officers, employees, and agents (collectively, "FAD"). I, the volunteer, hereby freely and voluntarily, without duress, execute this Agreement under the following terms:

**1. Waiver and Release.** I, the volunteer, release and forever discharge and hold harmless FAD 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 my volunteer work for FAD. I, the volunteer, understand and acknowledge that this Agreement discharges FAD from any liability or claim I may have against FAD with respect to bodily injury, personal injury, illness, death, or property damage that may result from participation in my provision of volunteer services with FAD.

**2. Confidentiality.** I, the volunteer, do hereby understand and acknowledge that during my tenure as a volunteer with FAD, I may have access to Confidential Information not generally known to the public concerning cancer survivors served by FAD ("clients") and donors. I, the volunteer, do hereby agree that during my tenure as a volunteer with FAD and all times thereafter, I will hold FAD Confidential Information in strict confidence, and will not disclose or use such information outside of the scope of my volunteer service with FAD, or without FAD's prior authorization. For purposes of this Agreement, "Confidential Information" includes, but is not limited to, information regarding projects and potential projects, organizational practices, donors and potential donors, and information concerning FAD clients and volunteers.

**3. Other.** I, the volunteer, do hereby expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida in the United States of America, and that this Agreement shall be governed by and interpreted in accordance with those laws. I agree that in the event should any clause or provision of this Agreement be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable.

My signature below indicates my receipt and understanding of this Agreement. I also verify that I have been provided with an opportunity to ask questions about the Agreement.

Volunteer signature \_\_\_\_\_ Date \_\_\_\_\_

Witness signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name of witness \_\_\_\_\_