



VOLUNTEER/VISITOR WAIVER AND RELEASE



Must use black or blue ink

This VOLUNTEER/VISITOR Waiver and Release (“Release”) is made on this ____ day of _____, 20__, by _____ (the “Volunteer/Visitor”) and, if a minor, his or her legal guardian _____ in favor of The Joy of Sox®, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania (“TJOS,” and together with its directors, officers, employees, and agents, the “Released Parties”).

I, the Volunteer/Visitor, desire to engage in volunteer service activities for TJOS, including but not limited to the following:

- ❖ Sock inventorying, sorting and boxing;
- ❖ Sock pick up;
- ❖ Sock delivery;
- ❖ Administrative assistance;
- ❖ General office work;
- ❖ Organizing a Sock Drive(s);
- ❖ Holding a Fundraiser;
- ❖ Other:

This Release is given freely and voluntarily, without duress, in consideration of the permission granted to me by TJOS to serve as a Volunteer/Visitor, and confirms my understanding of an agreement with certain terms and conditions of service as follows:

1. **Volunteer/Visitor Status.** I, the Volunteer/Visitor, expressly agree that my services shall be donated and that I am not an employee of TJOS nor entitled to or expect any present or future salary, wages, or other benefits for these voluntary services.
2. **Waiver and Release.** I, the Volunteer/Visitor, release and forever discharge and hold harmless the Released Parties and their 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/Visitor work with TJOS.

I understand and acknowledge that this Release discharges the Released Parties from any liability or claim that I, the Volunteer/Visitor, may have against the Released Parties with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation in Volunteer/Visitor services for TJOS. I also understand that TJOS does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage.

3. **Insurance.** I, the Volunteer/Visitor, understand that I expressly waive any such claim for compensation or liability on the part of TJOS or any other Released Party Beyond Applicable Insurance which may be available for the benefit of TJOS in the event of any such damage, injury or medical expense.
4. **Assumption of the Risk.** I understand that my Volunteer/Visitor service with TJOS may include activities that may be hazardous to me, including, but not limited to, loading and unloading of heavy boxes of socks, transportation to and from donation drive locations and facilities for the homeless and needy, and distributing socks to the homeless and needy, and I willingly assume the risk of harm and personal injury attendant to such activities and assume responsibility for all of my actions while engaged in or traveling to or from such activities.

5. **Indemnification.** I agree to indemnify and hold harmless the Released Parties for all claims arising out of my participation in Volunteer/Visitor activities for TJOS.
6. **Photographic Release.** I grant and convey unto TJOS worldwide right, title, and interest in any and all photographic images and video or audio recordings made by TJOS during my Volunteer/Visitor activities for TJOS.
7. **Other.** I understand that this Release shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania, and I agree that if any portion of this Release is deemed invalid, the remainder will continue in full legal force and effect.
8. **Entire Agreement.** This Release contains all the terms agreed to by the parties relating to this subject matter. It replaces all previous communications, understandings, and agreements between the parties with respect to the subject matter addressed in this Release, whether oral or written.

By signing below, I certify that I have carefully read this Release, that I understand the meaning and intent of this Release, and that I am entering this Release knowingly and voluntarily.

Volunteer/Visitor's Signature

Date

Print Volunteer/Visitor's Name

Organization (if applicable)

Street Address

City

State

Zip Code

Email

Cell phone

IF THE VOLUNTEER/VISITOR IS UNDER 18, THE LEGAL GUARDIAN MUST SIGN

I am the parent or legal guardian of the Volunteer/Visitor. By signing below, I certify that I am of legal age, that I have carefully read this Release, that I understand the meaning and intent of this Release, and that I am entering this Release knowingly and voluntarily.

Legal Guardian's Signature

Date

Phone Number

Street Address

City

State

Zip Code

The Joy of Sox does not share any personal information.

Office: 580 Lindsey Drive, Ste 150 | Radnor, PA 19087-2339 | Ph: 610-688-3318 | Fax: 610-788-2133

Warehouse: 400 Taylor Street, Phoenixville, PA 19460-3040

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THE **JOY OF SOX**[®] is a 501(c)(3) nonprofit providing joy and health to those experiencing homelessness by giving them new socks