



RELEASE AND WAIVER OF LIABILITY FOR VOLUNTEERS

Volunteer Name : _____
 First Last

Home Address: _____

City: _____ State: _____ Zip Code: _____

This Release and Waiver of Liability (the “release”) executed on _____ (date) by the Volunteer releases the Boston Public Health Commission (“BPHC”) and the City of Boston and each of its directors, officers, employees, board members, and Agents (“the releasees”). The Volunteer desires to provide volunteer services for BPHC and the City of Boston and engage in activities related to serving as a volunteer. Volunteer understands that the scope of Volunteer’s relationship with the releasees is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer.

1. Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless the releasees and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, known or unknown, which arise or may hereafter arise from the services I provide to the releasees. I understand and acknowledge that this Release discharges the releasees from any liability or claim that I may have against the releasees with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to the releasees or occurring while I am providing volunteer services.

2. Insurance: I understand that the releasees do 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 liability insurance. I expressly waive any such claim for compensation or liability on the part of the releasees beyond what may be offered freely by the releasees in the event of injury or medical expenses incurred by me. I understand that as a volunteer, I am not an employee of the Boston Public Health Commission.

3. I understand that volunteer liability protections depend on my specific role, profession, professional responsibility obligations, and volunteer placement. I understand that generally, various protections at the federal and state level are in place to protect volunteers who are working directly for operations, clinics, or other projects run by the Boston Public Health Commission. Via the Massachusetts Tort Claims Act, BPHC will

defend and indemnify any volunteers, clinical and non-clinical, for any claims arising from their negligence while the volunteers are under the supervision and control of BPHC. This coverage will not extend to any claims arising from gross negligence or any intentional acts.

For volunteers who work for non-BPHC entities, those entities will be responsible for providing any liability protections to the volunteers. While the Massachusetts Tort Claims Act will not provide any liability coverage when working for non-BPHC entities, various federal and state Good Samaritan laws may provide additional coverage. These entities can provide additional information regarding their liability protections for volunteers.

4. Medical Treatment: I hereby Release and forever discharge the releasees 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 the releasees.

5. Assumption of Risk: I understand that the services I provide to the releasees may include activities that may be hazardous to me. As a volunteer, I hereby expressly assume risk of injury or harm from these activities and release the releasees from all liability.

6. Photographic Release: I grant and convey to the releasees all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by the releasees in connection with my providing volunteer services to the releasees.

7. 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 Commonwealth of Massachusetts and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth. I agree that if any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily. This release shall become effective on the date of my signing this form and will apply to any and all of my volunteer activities for the Commission from that date until the completion of my duties as a volunteer.

Signature

Date