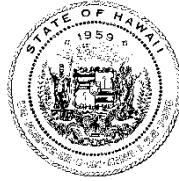


JOSH GREEN, M.D.
GOVERNOR



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VOLUNTEER LIABILITY WAIVER AND AGREEMENT

This document explains possible risks of volunteering and includes liability waivers, consents, and other legal agreements.

By signing below, I, the volunteer (or volunteer's legal guardian), acknowledge that entry into this agreement ("Agreement") is in consideration of my participation as a volunteer with the Department of the Attorney General ("Department"), and confirm my understanding and agreement to the following:

Policies and Safety Rules

I will comply with the Department's volunteer policies, safety rules, conduct expectations, and other directions. I understand that noncompliance may result in termination of my volunteer status.

Volunteer Not an Employee

I understand that (a) I am not an employee of the Department, (b) I will not be paid for my participation, and (c) I am not covered by or eligible for any Department insurance, health care, worker's compensation, or other benefits. I understand that the Department may terminate my volunteer status at any time, for any or no reason.

Risks Associated with Volunteering

Volunteering in an office environment with the Department has potential risks. These risks may arise in a variety of ways and may include, without limitation: my lifting of heavy objects or otherwise exerting myself, using office products or other tools which may possibly be sharp, being exposed to dust and other allergens, and daily interaction with and being in the presence of Department employees, other volunteers, visitors and various individuals in general. I understand that exposure to these situations include potential risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others at or near Department facilities or encountered when traveling for Department activities offsite. I also understand that even if the Department, I, and other persons present at Department facilities follow all health and safety protocols, I may still be exposed to COVID-19 or other infectious diseases.

Awareness and Assumption of Risk

I understand the information above and confirm and acknowledge that these are risks associated with volunteering. With such information and awareness, and with the recognition that other factors may create additional such risks. I knowingly, freely, and voluntarily: (a) sign up to volunteer for the Department; (b) engage in volunteer activities; and (c) assume and accept the risks of all injury, death, property damage or loss, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, and whether incurred at Department facilities or elsewhere, that may result, directly or indirectly, from my presence at Department facilities or participation as a Department volunteer, regardless of the cause.

Waiver and Release of Claims

I waive and release the Department and its employees and volunteers (collectively, "Department Parties") from any and all liability, claims, costs, and expenses of any kind and of whatever nature which I or my heirs, next of kin, or legal representatives may have, or which may later accrue, caused by or arising directly or indirectly from my presence at Department facilities or participation in Department activities. This release and waiver include, in each such case, all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active. I will not sue any of the Department Parties on the basis of these waived and released claims.

Medical Care Consent and Waiver

I authorize the Department to provide me with first aid and to arrange medical assistance, transportation, and emergency medical services for me if I get hurt while volunteering. I understand that the Department is not obligated to provide this care. I also understand that I am solely responsible for any costs related to my medical treatment and transport, and that the Department does not provide health, medical, disability, or other insurance coverage for me.

Confidentiality

I may have access to the Department's 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 the Department expressly authorizes.

Assignment of Work Product

I grant full rights to the Department in any materials or works I may create in the course of volunteer activities, and any intellectual property rights in or derivatives of such materials.

General Provisions

I understand that this Agreement will be binding for so long as I am a volunteer at the Department. This Agreement will run in favor of, and may be enforced by, each of the Department Parties, and will bind my heirs, next of kin, and legal representatives. This Agreement will be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the other terms remain effective. This Agreement will be governed by Hawai'i law.

- I affirm that I am of legal age and able to sign on my own behalf and am freely signing this Agreement. **I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights and remedies that may be available to me and to other persons.**
- I affirm that I am the parent or legal guardian of the participant and am freely signing this document on their behalf. I certify that I have the authority to sign on behalf of the participant and to make decisions for the participant regarding volunteering. I also waive and release Department Parties from any and all liability, claims, costs, and damages of any kind which I may have resulting or arising directly or indirectly from the participant's participation in volunteering. **I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights and remedies that may be available to the participant, to me, and to other persons.**

Signature (of Volunteer)

Signature (of parent/guardian, if applicable)

Print name

Print name

Emergency contact name / Phone #

Date