

**Golden Scoop Volunteer Form**  
**Assumption of Risk, Release, And Waiver of Liability**

Name of volunteer: \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work/cell phone: \_\_\_\_\_

Emergency contact (print name): \_\_\_\_\_

Emergency contact phone: \_\_\_\_\_ Alt. phone: \_\_\_\_\_

**Agreement by Volunteer:**

In consideration of the services provided to me by the Golden Scoop, I hereby agree to volunteer my services to the Golden Scoop in accordance with the following understanding:

- 1) I have read The Golden Scoop Volunteer Handbook and will follow all of the rules and policy therein.
- 2) \_\_\_\_\_ I will offer my services with no expectation of pay, benefits or other privileges or employment of any kind. I certify that I have not been promised and have no expectation that I will receive a paid position as a result of my volunteer work.
- 3) \_\_\_\_\_ I understand that my placement into volunteer positions is at the sole discretion of the Golden Scoop. Accordingly, my volunteer assignment/service may be withdrawn or terminated at any time.
- 4) \_\_\_\_\_ I understand that I will receive orientation or specific training, if needed, the day of the prior to my volunteering at the Golden Scoop. I understand it is my responsibility to be aware of my physical conditions and limitations, and I agree that I will not engage in physical activities that are beyond my capabilities. I will notify the management of any significant change in my ability to do the task. If special skills are required for the project, I agree that I will ask for clarification before performing the task if I do not understand what is expected of me. I further certify that I am willing to assume all risks related to any medical or physical condition I may have.
- 5) \_\_\_\_\_ If photographed, I grant the Golden Scoop and its affiliates permission to use my image in any and all publicity, advertising and promotional materials, including website entries, social media posts, pamphlets or any other legitimate uses that the Golden Scoop may deem proper without payment or any other consideration in perpetuity. I hereby authorize the Golden Scoop and its affiliates to edit, copy, exhibit, publish or distribute any photograph, and I waive any right to royalties or other compensation arising or related to the use of the photograph.
- 6) \_\_\_\_\_ I understand and agree that the Golden Scoop is not responsible for any of my personal

property that is lost, damaged or stolen while I am participating as a volunteer at the Golden Scoop.

7) \_\_\_\_\_ I acknowledge that my participation as a volunteer at the Golden Scoop entails known and unanticipated risks, which could result in physical or emotional injury or damage to me. I understand that such risks simply cannot be eliminated. I state that my participation at the Golden Scoop is purely voluntary, and that I elect to participate in spite of the risks. I expressly agree and promise to accept and assume the risks associated with volunteering at the Golden Scoop. I certify that I have adequate insurance to cover any injury or damage I may suffer while volunteering at the Golden Scoop, or else I agree to bear the costs of such injury or damage myself.

8) \_\_\_\_\_ I hereby voluntarily **release, waive, and forever discharge any and all claims of negligence against the Golden Scoop, its affiliates, board of directors, employees, agents, volunteers, participants, and successors-in interest that relate in any way to any activity I undertake as a volunteer at the Golden Scoop.**

9) \_\_\_\_\_ I understand that I will be personally liable for any damage that I may cause to any Golden Scoop property as a result of my willful actions. I further understand that I will be personally liable for any injury that is suffered by a third party as a result of my willful actions. I certify that I have adequate insurance to cover any injury for which I am personally liable, or else I agree to bear the costs of such injury or damage myself.

10) \_\_\_\_\_ I agree to submit any legal dispute arising from The Golden Scoop to BINDING ARBITRATION. Each party shall pay its own costs. Arbitration shall be commenced within one (1) year after the date on which any alleged claim first arose. The arbitration proceeding shall proceed exclusively in Overland Park, Kansas and pursuant to the Federal Arbitration Act. To the extent the Federal Arbitration Act is inapplicable, Kansas law, and specifically the Kansas Uniform Arbitration Act, K.S.A. §§5-423, et seq. shall apply

11) \_\_\_\_\_ I hereby consent to the Golden Scoop performing an initial and any required subsequent checks of my background, including but not limited to a review of federal and state criminal records and to make any reasonable efforts to determine whether the I have been convicted of, found guilty of, or pled guilty to committing, attempting to commit or conspiring to commit, any crime that may bear on my fitness to be a volunteer. I further acknowledge that the I will necessarily be placed in a position of trust over individuals with disabilities and I hereby convey the determination of my fitness solely to the Golden Scoop. I further agree to release and hold harmless The Golden Scoop, including its affiliates, board of directors, employees, agents, volunteers, participants, and successors-in interest (collectively, "Released Parties"), from any and all claims, demands and/or causes of action which the Volunteer may now or may ever have by reason of or on account of authorizing the release of, accessing, obtaining copies of and/or furnishing such information to The Golden Scoop. I understand that I do not have to agree to this background check, but refusal to do so will exclude me from consideration for volunteering at the Golden Scoop. Information collected during the check will be kept confidential. I hereby also extend my permission to those individuals or organizations contacted for the purpose of this background check and release them to give their full and honest evaluation of my suitability for the described volunteer assignment and other such information, as they deem appropriate.

By signing this document, I expressly state that I have had sufficient opportunity to read this entire Agreement. I further certify that I have read and understood it, and I agree to be bound by its terms.

**I further acknowledge that this document contains a negligence waiver.**

\*\*\*\*\*If the volunteer is under the age of 18 years of age, a parent/guardian or supervising adult must sign this agreement.

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

\_\_\_\_\_  
Date

**PARENT’S OR GUARDIAN’S WAIVER**  
(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_(print minor’s name) (“Minor”) being permitted to participate at the Golden Scoop, I agree to be bound by the terms of this Agreement and further agree to waive, and covenant not to sue, any and all claims of negligence against the Golden Scoop which are brought by, or on behalf of Minor, and which are in any way connected with volunteering at the Golden Scoop.

\_\_\_\_\_  
Parent/Guardian signature (Required if under 18)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian printed name

\_\_\_\_\_  
Relationship to Volunteer