



## **Volunteer Release and Waiver of Liability Agreement**

Seattle Reconomy (the “**Organization**”) utilizes volunteers to assist in running and maintaining the Organization (“**Volunteering**”). In consideration for participating as a Volunteer, I hereby agree as follows in this Release and Waiver of Liability Agreement (the “**Agreement**”):

### **1. Use of Premises**

Volunteering may occur on the Organization’s premises (the “**Premises**”). I understand and agree that when Volunteering I shall only use the Premises for the purposes set forth in this Agreement at the dates and times, I am permitted to use the Premises by the Organization. I further agree that I am responsible for the proper use and care of the Premises and any of the Organization’s property thereon.

### **2. Responsible for Equipment**

#### **2.1. Proper Use and Care**

I am responsible for the proper use and care of the tools, other equipment and expendable items (altogether the “**Equipment**”) when handling, repairing, storing, using, or demonstrating with (altogether “**Handling**”) the Equipment. I may use the Equipment on or off the Organization’s property.

#### **2.2. Liable for Negligent Damage**

I shall be liable for the full replacement cost of any Equipment that is damaged, destroyed or lost due to my negligence. Equipment shall be deemed in my care if I am (A) Handling the equipment at the Organization and it is not checked out to a member; (B) Handling the Equipment not under the supervision of an employee of the Organization (an “**Employee**”); or (C) Handling the equipment by taking it home to repair it.

#### **2.3. I am Responsible for Injuries I Cause**

**I am responsible for any injuries or harm I cause in Handling the Equipment.**

### **3. Follow Instructions**

I acknowledge the Organization is staffed by Employees. I shall follow instructions provided by any Employees while Volunteering. I acknowledge that my failure to follow instructions may result in me losing the ability to Volunteer.



#### **4. Minor Children**

Children under the age of 18 may Volunteer if a parent or guardian provides written consent beforehand.

#### **5. No Claim of Expertise**

I shall not claim expertise regarding any of the Equipment to any Member, Employee or otherwise, regardless of whether I discuss such Equipment's use and functionality.

#### **6. Assumption of Risk**

##### **6.1. Dangerous Activity**

Volunteering may be dangerous and may involve the risk that I sustain serious injury, temporary, or permanent disability, death, and property damage. Such injuries may also include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death.

##### **6.2. No Claim of Expertise**

No employee, member, volunteer, board member, partner, or affiliate of the Organization claims expertise regarding the Equipment, regardless of whether any such person discusses the use of any of the Equipment with me.

##### **6.3. Use of Equipment Unsupervised**

The Organization may not supervise my use of the Equipment, and the Organization does not provide medical services. Any injury I may sustain while using the Equipment may be compounded by negligent or delayed medical service.

##### **6.4. Premises may be Dangerous**

There may be hazards on the Premises that could lead to my injury.

##### **6.5. Seek Medical Approval**

I shall seek a qualified medical professional's advice regarding Volunteering before I Volunteer. My failure to seek advice and approval of a qualified medical professional before Volunteering could lead to my permanent disability or death, or my unborn child's permanent disability or death if I am pregnant.



## **6.6. Assumption of Risk**

**I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY VOLUNTEERING, INCLUDING THE RISK OF INJURY, DEATH OR PROPERTY DAMAGE, EVEN IF CAUSED BY THE ORGANIZATION'S NEGLIGENCE.**

## **7. Release from Liability**

### **7.1. Released Parties**

I hereby agree, on behalf of myself, my heirs, and my personal representatives, to fully and forever discharge and release the Organization and its affiliates and their respective partners, agents, operators, managers, employees, and representatives (altogether, including the Organization, the "**Released Parties**") from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses, or causes of action (altogether, "**Claims**"), now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my Volunteering, whether caused by the negligence of the Organization or any of the Released Parties or by any other reason.

### **7.2. Complete Release**

I acknowledge and agree that this Agreement for a potentially dangerous activity is intended to be, and is, a complete release, up to the extent allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, or property damage sustained by me while Volunteering.

### **7.3. Covenant Not to Sue**

I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any Claim against the Released Parties which my heirs or I may have because of any personal injury, death or property damage I may sustain while Volunteering.

## **8. Indemnification**

I shall defend, indemnify, and hold harmless the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees), and costs of any kind for any personal injury, loss of life, or damage to property sustained by reason of or arising out of (a) my use of Equipment; (b) my negligent actions while on the Premises or Volunteering; (c) any claims of expertise by me; or (d) my negligent instruction to individuals on how to use any of the Equipment.



## **9. Medical Treatment Release**

The Organization may secure any medical treatment for me should the Organization determine I such care because of my use of the Equipment on the Organization's property. I accept full responsibility for all costs related to my medical treatment, including any transport costs, and I release the Released Parties from any liability related to my treatment or transport.

## **10. Responsibility for Personal Property**

I am fully responsible for property and personal belongings that I bring on the Premises or use while Volunteering. The Organization is not responsible for my property and personal belongings.

## **11. No Representations by the Organization**

**The Organization makes no representation as to the Equipment's safety and condition. I shall use the Equipment and the Premises in their "AS IS" condition.** I am not relying upon any representation or statement by the Organization or the Organization's employees, agents, sponsors or representatives regarding this Agreement, the Equipment, the Premises or Volunteering, except to the extent such representations are expressly set forth in this Agreement.

## **12. Miscellaneous**

### **12.1. Dispute Resolution**

#### **12.1.1. Dispute Defined**

Any dispute or conflict between the Organization and me arising out of or relating to this Agreement, its enforcement or interpretation, an alleged breach, default or misrepresentation hereunder (altogether, a "**Dispute**"), shall be resolved in accordance with the procedures specified in this Section 12.1, which shall be the sole and exclusive procedures for the resolution of any such disputes (except as otherwise set forth in this Agreement). These provisions shall be valid, binding, enforceable, and irrevocable and will survive any termination of this Agreement.

#### **12.1.2. Negotiation**

If I wish to assert such a Dispute, I shall promptly notify such the Organization and any applicable third parties (each involved party a "**Party**") in writing of such Dispute, and the involved Parties shall attempt for a period of fifteen (15) business days to resolve any such Dispute promptly by negotiation between the Parties. All such negotiations are confidential



and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

### 12.1.3. Mediation

#### *12.1.3.1. Mediation Required*

If good-faith negotiation under Section 12.1.2 fails to provide the Parties with a resolution to such Dispute, as a condition precedent to the filing of any Claim with a court or arbitral body, the Parties agree to first mediate any Claims between them. The Mediation shall be administered according to the American Arbitration Association's Commercial Mediation Rules and shall take place in Seattle, WA using a mediator upon whom the Parties have mutually agreed. The mediation shall commence upon the parties' provision of a joint, written request for mediation to the mediation service. Such request shall include a sufficient description of the Dispute and relief requested. Each Party shall cooperate with the mediation service in all reasonable respects and participate in good faith wherever required. Mediation fees and expenses shall be borne equally by the Parties. Any settlements reached because of the mediation shall be binding and enforceable on the Parties. If, after the earlier of (A) sixty (60) days following the commencement of a mediation hereunder; or (B) completion of the initial mediation session, the Parties still have not come to a resolution for any reason, they may seek to resolve the Dispute by binding arbitration or litigation. Until such time, neither binding arbitration nor litigation may be pursued by the Parties. Additionally, if a Party refuses to mediate, such Party shall commence any litigation or binding arbitration regarding a Claim related to the mediation.

#### *12.1.3.2. Communications Confidential*

All communications (whether oral or written) are confidential and shall be treated by the Parties as compromise and settlement negotiations for the purposes of the Federal Rules of Evidence as well as any applicable, corresponding state rules. Notwithstanding the foregoing, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable because of its use in the mediation.

#### *12.1.3.3. Equitable Relief*

Either Party may seek equitable relief (such as an injunction) prior to or during the mediation to preserve the status quo and protect such Party's interests during the process.

## **12.2. Governing Law and Venue**

This Agreement shall be governed by and interpreted in accordance with the laws of the Washington State, without giving effect to the principles of conflicts of law. Unless otherwise



agreed, the Parties shall bring any action arising out of this Agreement in Washington State court located in King County, Washington. The Parties hereby submit to the exclusive jurisdiction and venue of any such court.

### **12.3. Legal and Equitable Remedies**

My breaching, or threatening to breach, this Agreement may cause the Organization irreparable harm for which there is no adequate legal remedy. If a breach or threatened breach occurs, the Organization may seek an injunction, without bond and without proof of actual damages to (A) prevent me from further breaching this Agreement; or (B) obtain any specific performance or equitable relief necessary to enforce the Organization's rights under this Agreement.

### **12.4. Attorney Fees**

If any Dispute between the Company and me results in litigation or arbitration, the prevailing party in such Dispute shall be entitled to recover reasonable fees, costs, and expenses from the losing party, including without limitation, reasonable attorneys' fees and expenses.

### **12.5. Severability**

If any provision, term, covenant, or obligation of this Agreement, or its application, is held invalid, unenforceable, or unlawful, such invalidity, unenforceability, or unlawfulness, shall not affect the other provisions, terms, covenants, or obligations of this Agreement, or their application, which all shall remain valid and enforceable in full force and effect to the extent permitted by law.

### **12.6. Survival**

Rights, duties, obligations, and liabilities which are intended to survive this Agreement's termination shall survive such termination. Portions intended to survive include, but are not limited to Sections 7, 8, 9, 11, and 12.1.

### **12.7. Waiver**

No waiver of this Agreement shall be effective unless in writing and signed by an authorized representative of the waiving party. The failure of the Organization to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.



**12.8. Amendment**

No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the Organization.

**12.9. Entire Agreement**

This Agreement, together with any appendices attached hereto and incorporated herein, sets forth the entire agreement between the Organization and me with respect to the subject matter hereof. As such, this Agreement shall supersede and replace all prior and contemporaneous communications (whether written or oral) of any kind or nature with respect to the subject matter contained herein.

**12.10. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the Organization and me.

Revised by  
Justin Avellar

Revision date  
February 29, 2024