



Seattle REconomy
10228 Fischer PI NE
Seattle, WA 98125
206 524 6062
seattlereconomy.org

Volunteer Release and Waiver of Liability Agreement

Seattle Reconomy (the “**Organization**”) utilizes volunteers to assist in running and maintaining the Organization. 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**”). And I 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 Handle the Equipment on or off the Organization’s property.

2.2. Liable for Negligent Damages

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 Handling the Equipment not under the supervision of an employee of the Organization, regardless of whether it is on the Premises.

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 employees provide me; failing to may result in me being prohibiting from volunteering.

4. Minor Children

Children between the ages of sixteen (16) and eighteen (18) may volunteer if a parent or guardian provides prior written consent. Children between the ages of ten (10) and fifteen



(15) may volunteer with the supervision of their parent or guardian. Children under the age of ten (10) may not volunteer.

5. I Shall not Claim Expertise

I shall not claim expertise regarding any of the Equipment, 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.

6.2. No Claim of Expertise by Organization

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

6.3. Use of Equipment Unsupervised

The Organization might not supervise my Handling 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. Seek Medical Approval

If I have an underlying medical condition that could make volunteering unsafe for me, I shall seek a qualified medical professional's advice on volunteering before I volunteer.

6.5. Voluntary 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. No Representations by the Organization

The Organization makes no representation as to the Equipment's safety and condition. I shall Handle the Equipment and volunteer on 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.

8. Release From Liability

This Section 8 shall survive this Agreement's termination.

8.1. Released Parties

I hereby acknowledge and agree, on behalf of myself, my heirs, and my personal representatives, (altogether "**Myself**") to fully and forever discharge and release the Organization, its employees, its directors, 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.

8.2. Complete Release

I acknowledge and agree for Myself that this Agreement for a potentially dangerous activity is a complete release, to the maximum 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.

8.3. Covenant not to sue

I acknowledge and agree, for Myself, 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.

9. Medical Treatment Release

The Organization may secure any medical treatment for me should the Organization determine I need such care because of my Handling 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. Miscellaneous

11.1. Indemnification

I shall defend, indemnify, and hold harmless the Released Parties from and against any third-party Claims, and costs (including attorneys' fees) of any kind for any personal injury, loss of life, or damage to property sustained by reason of or arising out of my negligence while volunteering, including, but not limited to (a) my negligent use or Handling of the 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 Handle the Equipment. This Section 11.1 shall survive this Agreement's termination.

11.2. Dispute Resolution

This Section 11.2 shall survive this Agreement's termination. All communications in connection with any mediation or negotiation under this Section 11.2 are confidential and shall be treated by the Parties as compromise and settlement negotiations. The Parties shall pay their own costs.

11.2.1. Negotiation

If any party to this Agreement (a "**Party**") wishes to assert a dispute or claim against another Party arising out of or relating to this Agreement, its enforcement or interpretation, an alleged breach, default, or misrepresentation hereunder (altogether, a "**Dispute**"), such Party shall promptly notify such other Party in writing of such Dispute, and the Parties shall attempt for a period of fifteen (15) business days to negotiate a resolution of such Dispute.

11.2.2. Mediation

If good-faith negotiation under Section 11.2.1 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 (except for equitable relief), the Parties agree to first mediate any Claims between. Parties shall share the mediation service's costs equally. Any



settlements reached because of the mediation shall be binding and enforceable on the Parties.

11.3. Governing Law

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

11.4. Severability

If any part or application of this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction (a) it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law; or (b) if for any reason it is not deemed so modified, such invalidity, illegality, or unenforceability shall not affect (i) the remainder of this Agreement, which shall remain valid and enforceable, and (ii) the validity, legality, or enforceability of such provision in any other jurisdiction.

11.5. Complete Agreement; Amendment

This Agreement, together with the other documents to the extent referenced herein, (a) contains a complete statement of all the arrangements between the Parties with respect to the transaction contemplated herein; and (b) shall only be waived, changed, or modified pursuant to a written instrument executed by the Organization. The Organization's failure to exercise, delaying in exercising, or partially exercising, any right or remedy arising from this Agreement is not a waiver thereof.

11.6. 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 Revision date
Justin Avellar February 25, 2025