



**DC127**

## Volunteer Agreement

**PLEASE READ CAREFULLY!**

**THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

I voluntarily and freely agree that I release, discharge and forever hold harmless Communities for Families and the sponsoring agencies The District Church, DC127, the District of Columbia, their employees, volunteers, agents, or business associates (together “released parties”) for any injuries or losses of any kind that I may suffer or incur as a result of my participation as a volunteer with Communities for Families. I hereby freely, voluntarily, and without duress execute this Release.

I also voluntarily and freely agree that I release, discharge and forever hold harmless Communities for Families and the sponsoring agencies The District Church, DC127, the District of Columbia, their employees, volunteers, agents, or business associates (together “released parties”) for any injuries or losses of any kind that may suffered or incurred by my child(ren) or any other minor child(ren) residing in or visiting my household as a result of my participation as a volunteer with Communities for Families. I hereby freely, voluntarily, and without duress execute this Release.

I desire to work as a volunteer for the released parties and engage in the activities related to being a volunteer for the released parties (the "Activities"). I understand that the Activities may involve work that may be hazardous to me, including, but not limited to hosting guests in my residence, transporting guests in my vehicle or helping arrange for their transportation, donating supplies or services, or meeting with the released parties at their offices or in the community. I hereby expressly and specifically assume the risk of injury or harm in the Activities.

**I UNDERSTAND THAT THIS RELEASE DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE RELEASED PARTIES TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM MY ACTIVITIES WITH THE RELEASED PARTIES WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. I ALSO UNDERSTAND THAT THE RELEASED PARTIES DO NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE IN THE EVENT OF INJURY OR ILLNESS.**

I hereby release and forever discharge the released party from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my Activities with the released parties.

I understand that, except as otherwise agreed to by the released parties in writing, the released parties do not carry or maintain health, medical, or disability insurance coverage for any volunteer. Each volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

I hereby grant and convey unto the released parties all right, title, and interest in any and all photographic images and video or audio recordings made by the released parties during my Activities with the released parties including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the District of Columbia and that this Release shall be governed by and interpreted in accordance with the laws of the District of Columbia. I also agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

### **Consent for Conducting a Criminal Background Check**

I hereby authorize DC127 to obtain information pertaining to any convictions I may have had for violation of municipal, county, state or federal laws. This information will include crimes committed upon minors and will be gathered from any law enforcement agency of any state or federal government, or from third party providers of information originally obtained from law enforcement or court records. I acknowledge that the District of Columbia authorized DC127/Communities for Families to conduct a criminal background check. I authorize the Federal Bureau of Investigation (FBI), the Metropolitan Police Department (MPD), or designee to conduct the criminal background check. I acknowledge that a criminal background check must be conducted before I may be offered an unsupervised volunteer position with DC127.

I authorize DC127 to obtain information from the District's child protection register and from the child protection registers in every state in which I resided or worked from the time I was eighteen (18) years of age or older.

I acknowledge that I must receive written permission from DC127 in order to transport a ward of the District. I will provide DC127 a full history Driver Record produced by the state that issued my driver's license in order to receive that permission. In order to transport other children involved with Communities for Families, I will provide DC127 a copy of my valid driver's license and a certificate of driver's insurance.

Except as I have disclosed, I have not been convicted of a crime, pleaded nolo contendere, am not on

probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

- (i) Murder, attempted murder, manslaughter, or arson;
- (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
- (iii) Burglary;
- (iv) Robbery;
- (v) Kidnapping;
- (vi) Illegal use or possession of a firearm;
- (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
- (viii) Child abuse or cruelty to children; or
- (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

I acknowledge that I may be denied a volunteer position or may be terminated as a volunteer based on the results of the criminal background check or information obtained from the child protective register. I understand that I must be truthful and, if any statement I have made is found to be false, I will be denied a volunteer position or, if already accepted, terminated from my position. I acknowledge that a false statement may make me subject to criminal penalties.

I acknowledge that I am entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report.

I acknowledge that the above records received by DC127 shall be confidential and are for the exclusive use of making volunteer-related determinations. The records shall not be released or otherwise disclosed to any person except when:

- (i) Required as one component of an application for employment with any covered child or youth services provider;
- (ii) Requested by the Mayor, or his or her designee, during an official inspection or investigation;
- (iii) Ordered by a court;
- (iv) Authorized by the written consent of the person being investigated; or
- (v) Utilized for a corrective, adverse, or administrative action in a personnel proceeding.

### **Understanding Concerning Prohibition of Corporal Punishment**

The use of corporal punishment upon any child who is served by, or under the care of DC127 is strictly prohibited. Corporal punishment may herein be defined as any type of physical punishment, discipline, or retaliation inflicted upon any part of the body of a child. This would include such actions as slapping, hitting, punching, spanking, shoving, pinching, or any other type of action geared towards inflicting pain or bodily discomfort upon a child. Violation of this requirement might well result in the revocation of ability to care for children within the DC127 network. I have read and understand the above, and I agree to refrain from the use of corporal punishment.

**By signing below, I agree to the above Volunteer Agreement, Consent for Conducting a Criminal Background Check, and Corporal Punishment Policy.**

\_\_\_\_\_  
Volunteer Signature (NO electronic signatures)      Volunteer Full Name      Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City      State      ZIP Code      Date of Birth

\_\_\_\_\_  
Phone Number      Email Address

\_\_\_\_\_  
Church or partner organization      Volunteer Role

\_\_\_\_\_  
Auto insurance company, policy number, and expiration date (if applicable)

**Email completed form to [volunteer@dc127.org](mailto:volunteer@dc127.org)**