

Volunteer Name: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

County in which volunteering: \_\_\_\_\_

Agency Affiliation (if any): \_\_\_\_\_

### Volunteer Waiver

I, the above listed "Volunteer," desire to work as a volunteer for the West Virginia Coalition to End Homelessness, Inc, "The Organization" and engage in the activities related to being a volunteer.

I hereby voluntarily, execute this Volunteer Waiver under the following terms:

I, the Volunteer, release and hold harmless the Organization and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my volunteer work with the Organization.

I understand that this Waiver discharges the Organization from any liability or claim that I, the Volunteer, may have against the Organization with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation on the Organization's work site. I also fully understand that the Organization does 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, illness, death or property damage.

I, the Volunteer, understand that I expressly waive any such claim for compensation or liability on the part of the Organization beyond what may be offered freely by the representative of the Organization in the event of such injury or medical expense.

I hereby release the Organization from any claim whatsoever which arises or may arise in the future on account of any first aid treatment or other medical services that are conducted in connection with an emergency during my time with the Organization.

I understand that my time with the West Virginia Coalition to End Homelessness may include various activities that may be hazardous to me and I hereby expressly and specifically assume the risk of injury or harm in these activities and release the Organization from all liability for injury, illness, death, or property damage resulting from the activities of my time with the Organization.

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

I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of West Virginia in the United States of America, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of West Virginia. I agree that in the event that any clause or provision of this Waiver 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 enforceable.

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Signature

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Date

### Confidentiality and Non-Disclosure of Information Agreement

Volunteers are frequently entrusted with confidential information and proprietary WVCEH information. Volunteers are responsible for maintaining the confidentiality of all information they are exposed to while serving at WVCEH, Inc. This includes client identity, records and agency information, whether through the HMIS or paper records, or records from the annual Point in Time count received both through WVCEH, Inc. and through a Partner agency or Associate agency of WVCEH, Inc. A major breach of confidentiality that harms any individual or family whose information has been shared inappropriately may result in immediate termination and notification of proper authorities.

Volunteers will never have access to WVCEH payroll information and any disclose of payroll information or personal information related to personnel, shall report such breach immediately to any member of the Executive Team (CEO, COO, CPO, CFO).

Additional confidential information includes, but is not limited to, financial records, personnel and payroll records (past or current employees), information regarding customer transactions, customer account information, information regarding customers, vendors or supplies, or any documents or information regarding WVCEH operations, procedures or practices. Additionally, information obtained from legal, human resources, or medical files, information concerning recruiting, training and promotions, government and regulatory activities, and information regarding WVCEH's subsidiaries or affiliates, is considered confidential information. Confidential information may not be removed from the premises without express authorization.

Proprietary information is related to unique ideas or data generated from the organization to help determine the course of decision-making, and includes, but is not limited to, trade secrets, information, revealing business strategy, research, or development programs, software, technology, inventions, and other intellectual property. Volunteers may not release data or statistics to the media or other public outlets without explicit approval by their immediate supervisor and review by one Executive-Level Staff member.

If you are not sure about whether such information is subject to this confidential duty, refer inquiries to the supervisor of your volunteerism at WVCEH. This duty of confidentiality applies even after you are no longer volunteering with the WVCEH.

All records and files maintained by WVCEH are confidential and remain the property of WVCEH. Records and files are not to be disclosed to any outside party without express permission or by order of court.

Confidential and proprietary information obtained during or through volunteering with WVCEH may not be used for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. WVCEH reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of such impermissible use of confidential information.

Because of its seriousness, any violation of this policy could lead to termination of volunteering at WVCEH.

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Signature

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Date

Please complete this form and submit electronically to [pit@wvceh.org](mailto:pit@wvceh.org) before participating in the Point in Time Count.