



**communityshelterboard**  
**LIABILITY WAIVER**

Name \_\_\_\_\_

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

Phone number \_\_\_\_\_

In consideration of the opportunity given to me to participate in volunteering with the Community Shelter Board (the "Activity"), I hereby, for myself, my heirs, executors, administrators and assigns, knowingly and voluntarily enter into this release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Community Shelter Board, located at 111 Liberty Street, Suite 150, Columbus, Ohio 43215, its officers, trustees, employees, volunteers, tenants, affiliates, agents and the heirs, executors, successors and assigns of the foregoing from any liability, costs or expenses, for any accident, injury or death or any theft or loss of property that I may suffer arising out of or in connection with my participation in the Activity, including traveling to and from the Activity or any event related to the Activity, whether incurred as a result of negligence or otherwise.

I am voluntarily participating in the Activity, and I am aware of the risks associated with traveling to and from as well as participating in the Activity. In the event that I should require medical care or treatment as a result of participating in the Activity, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I agree to indemnify and hold harmless Community Shelter Board against any and all costs or expenses including attorney's fees and any related costs of any kind whatsoever incurred in connection with litigation brought by me or by anyone on my behalf resulting from my participation in the Activity.

I acknowledge that Community Shelter Board and its officers, trustees, employees, volunteers, tenants, affiliates and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Community Shelter Board as part of or related to the Activity.

I grant Community Shelter Board and its officers, trustees, employees, volunteers, tenants, affiliates and agents the right to take photographs of me and my property in connection with the Activity. I authorize Community Shelter Board, its successors, assigns and transferees to use or publish the same in print and/or electronically and to register the copyright to the photograph. I agree that Community Shelter Board may use such photographs of me with or without my name and with any text or caption and for any lawful purpose, including for example such purposes as publicity, illustration, advertising and web content.

In the event that any damage to equipment or facilities occurs as a result of my willful actions, negligence or recklessness while participating in the Activity, I acknowledge and agree to be fully liable for any and all costs associated with such actions, negligence or recklessness.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact

Relationship

Telephone Number

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I acknowledge and agree that (1) all individuals residing at Van Buren Center (the "Center") have a right to privacy, and (2) by signing this release, I have an affirmative obligation and responsibility to maintain confidentiality of all information about Center residents obtained or accessed by me in the course of the Activity. I agree not to divulge, publish or otherwise make known to unauthorized persons or to the public any information obtained in the course of the Activity that could identify Center residents or their residential status unless I am specifically authorized to do so by a Center supervisor acting in response to applicable law, court order or a public health or clinical need. I understand that violation of the terms of this paragraph will result in formal complaints and legal action when violations of applicable law occur.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this release. I certify that I have read this release, and that I fully understand its content. I am aware that this is a full and complete release of liability and a contract, and I am signing it of my own free will.

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(printed name)

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(signature)

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(date)

If the participant is a minor, I agree that the minor has my consent to participate in the Activity and have his or her photograph taken. I further provide my consent for Community Shelter Board to seek emergency treatment for the minor if necessary, and I agree to accept financial responsibility for all costs related to such treatment. I certify that I have read this release, and that I fully understand its content. I am aware that this is a full and complete release of liability and a contract, and I am signing it of my own free will.

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(minor participant's printed name)

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(participant's DOB)

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(parent/guardian's printed name)

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(relationship to minor)

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(parent/guardian's signature)

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(date)

## **Civil Rights Training for Volunteers Who Assist with USDA / Ohio TEFAP (The Emergency Food Assistance Program)**

- **Goals of civil rights:**
  - Provide fair and equal treatment of participants and benefit delivery
- **Legal prohibitions:**
  - Discrimination is prohibited on the basis of race, color, national origin, age, sex, and disability in special nutrition programs funded by the USDA, Food and Nutrition Service. (The Food Stamp Program and Food Distribution Program on Indian Reservations also prohibits discrimination based on religion and political beliefs in addition to the bases listed above.)
- **Types of Discrimination:**
  - Disparate Treatment (intentional)
  - Disparate Impact (neutral rule impacts disproportionately on a group)
  - Reprisal/Retaliation (actions or statements against complainant or his/her family, associates or others involved in complaint process or exercising civil rights)
- **Exceptions:**
  - Congress can establish a program that is intended for certain groups of people, and it is not discrimination to exclude those who do not meet eligibility requirements. For example, Congress can set age limits, and this is not age discrimination or disability discrimination for those who do not meet the age limits.
- **When do civil rights rules apply?**
  - Civil rights rules apply any time there is any federal financial assistance. Federal financial assistance is receiving anything of value from the federal government – not just cash. It can include commodities, training, equipment, and other goods and services.
- **Special circumstances:**
  - Make sure to accommodate people with disabilities. Sites should be accessible to people with all types of disabilities (e.g. mobility, sight, hearing, other) or alternate means of service delivery should be advertised and provided.
  - Provide other language assistance to persons with limited English proficiency who could not gain meaningful access to the program without other language assistance. LEP households must always have assistance provided. However, the level or type of assistance can vary based on circumstances.
- **Other requirements:**
  - Treat all people with dignity and respect.
  - Display the USDA “And Justice for All...” non-discrimination poster in a place where it can be seen by all who visit the premises.
  - Include the USDA non-discrimination statement on all materials that mention USDA funded programs and make sure the statement is also on web sites that mention USDA funded programs.

- Conduct outreach to ensure that potentially eligible persons and households are aware of the program and have information on how to apply. Provide suggestions about how to make more people aware of the program and how to receive benefits.
- Maintain confidentiality. It is not appropriate to talk about who is receiving benefits and to make remarks about them. Never share information with others regardless of an expression of good intentions. Refer all requests for information to managers. What happens at the site stays at the site. The exception, of course, is any illegal or inappropriate behavior that should be reported to state or federal officials.
- Collect racial/ethnic data (except TEFAP) and use it to target outreach and to assess participation. Keep individual data confidential. If people refuse to provide, you must code for them based on perception.
- Cooperate with State and Federal reviewers. They are required to conduct periodic compliance reviews to help ensure that program and civil rights rules are being obeyed.
- If there is non-compliance, correction of problems and voluntary compliance is sought. Failure to abide by civil rights rules can lead to loss of Federal financial assistance.
- Sexual harassment is prohibited. Do not engage in or tolerate unwanted or unwelcome sexual behavior including jokes, touching, requests for sexual favors, etc. Please report violations to management or to state or federal officials as soon as possible.
- Advise people who allege discrimination how to file a complaint. They may write to:

USDA  
 Director  
 Office of Civil Rights  
 1400 Independence Avenue, SW  
 Washington, D.C. 20250-9410

OR Call toll free: (800) 795-3272 or  
 (202) 720-6382 (TTY)

In the Midwest Region they may also write to:

Regional Director  
 Civil Rights/EEO  
 77 W. Jackson Blvd., FL 20  
 Chicago, IL 60604-3591

OR Call: (312) 353-3353

Almost all complaints are referred to the Chicago office for investigation and are actually investigated by staff from FNS field offices located in the state where the complaint originated.

- If a conflict occurs, remain calm. Call for assistance immediately if you feel threatened. Consider mediation or a third party to help resolve the situation.
- Follow the platinum rule – treat people the way they would like to be treated (or be aware of what that is).

Signature: \_\_\_\_\_

Date: \_\_\_\_\_