

**United Way of Tucson and Southern Arizona Days of Caring
Organization/Agency Liability Waiver**



Organization Name _____
hereinafter referred to as "Organization"

In consideration of the opportunity afforded to the Organization to participate in United Way of Tucson and Southern Arizona's *Days of Caring 2024*, and in the light of the aims and charitable purposes of the community services provided by United Way of Tucson and Southern Arizona, and the limited organizational function of United Way of Tucson and Southern Arizona (UWTSA), and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Organization hereby agrees as follows:

1. **VOLUNTEERS** We understand that volunteer workers have voluntarily agreed to assist in the *United Way Days of Caring 2024* projects, that the volunteers will not be paid for their services, and that no medical insurance or workers compensation benefits or other fringe benefits will be provided by United Way of Tucson and Southern Arizona, and that the participation of individual volunteers may be terminated at any time by the volunteers or by United Way of Tucson and Southern Arizona and by any of its community impact partners or non-partners for any reason whatsoever.

2. **ASSUMPTION OF RISK AND WAIVER OF LIABILITY** In connection with activities associated with the project, the organization may be exposed to damage. With full knowledge of the risks and potential dangers involved, **including the risks of exposure or infection by COVID-19**, we do hereby assume any and all risks of property damage, personal injury or death, and hereby voluntarily and fully waive, relinquish and release any and all rights, claims and causes of action against United Way of Tucson and Southern Arizona, its agents, employees, officers and directors, the suppliers, sponsors, its community impact partners or non-partners and volunteers to the projects, collectively and individually. **IN NO EVENT SHALL UNITED WAY, ITS CONTRACTORS (INCLUDING THIRD PARTIES PROVIDED SERVICES ON BEHALF OF UNITED WAY), OR ANY VOLUNTEERS ASSISTING IN THE PROVISION OF SERVICES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA INCURRED BY THE ORGANIZATION OR ANY THIRD PARTY, EVEN IF UNITED WAY HAS BEEN ADVISED OF SUCH POTENTIAL LOSS OR DAMAGES.** The foregoing shall apply regardless of the negligence, fault of the United Way.

3. **DISCLAIMERS OF WARRANTY** The Organization agrees that all of the Services are provided on an "as is" and "as available" basis and that use of the Services is solely at the Organization's own risk. United Way expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. The United Way makes no warranties regarding any goods or services, nor any warranty as to the accuracy or reliability of any information, obtained through or in connection with the Services. No advice or information obtained by the Organization from the United Way, whether oral or written, shall create any warranty.

4. **INDEMNITY** The Organization shall indemnify, defend and hold harmless the United Way from and against any and all liabilities, claims, losses, damages, costs and expenses (including without limitation attorneys' fees and expenses) arising out of any action, suit or proceeding brought against the United Way by a third party relating to, in connection with or arising from the Organization's use of the Services.

5. **INSURANCE** The Organization shall procure and maintain until all their obligations have been discharged under this agreement, insurance against claims for injury to persons or damage to property. The insurance requirements are minimum requirements and in no way limit the indemnity obligations. Minimum requirements:
 1. Commercial General Liability – Occurrence Form
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000

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- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000
- The policy shall be endorsed to include coverage for sexual abuse and molestation.

2. Business Automobile Liability
 - a. Bodily injury and Property Damage for a any owned, hired and/or leased vehicles used in the performance of this agreement.
 - Combined single limit \$1,000,000
3. Workers' Compensation, Statutory Coverage and Employers' Liability
 - a. Workers' Compensation Statutory Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
4. The policies shall be endorsed to include United Way of Tucson and Southern Arizona as Additional Insured for General and Auto coverage

6. **EMPLOYERS** The Organization acknowledges that the Services are not reviewed by, conducted under the supervision of, or related in any manner to any employer of any Representative (“Employer”) and agrees that each waiver, release and limitation of liability contained in this Agreement shall extend to any Employer.

7. **REPRESENTATIONS AND WARRANTIES** The Organization hereby represents and warrants that: (i) it has the power and authority to enter into the Agreement; (ii) it has obtained all necessary organizational approvals to enter into and execute the Agreement; and (iii) it has the rights and abilities to perform its obligations hereunder.

8. **MODIFICATION** This Agreement may not be altered, amended, modified, or otherwise changed in any respect except by a writing duly executed by an authorized representative of each of United Way of Tucson and Southern Arizona and the Organization; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

9. **CAPTIONS AND SECTION HEADINGS** The captions and section headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

10. **SEVERABILITY** Volunteers expressly agree that this Agreement is intended to be as broad and inclusive as lawfully permitted and that, in the event that any clause or provision shall be held to be invalid by any court of competent jurisdiction, that provision shall be deemed modified so as to be valid and enforceable to the full extent lawfully permitted and, further, the invalidity of any clause or provision shall not otherwise affect the validity or enforceability of the remaining clauses and provisions.

IN WITNESS WHEREOF, the Organization has executed this Agreement as of the day and year first below written. By signing this Agreement, the undersigned represents to UWTSA that he or she has been duly elected and legally holds the office set below his or her name and has the authority to execute this Agreement on behalf of this Organization.

Signed this _____ day of _____ 2024

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Signature: _____

Printed Name: _____

Title: _____

Organization: _____