

#### **VOLUNTEER APPLICATION**

Last Name:	First Name:			_DOB:	_//
Address:		City:		Zip:	
County: Neighborhood:	Congre	egation (if	applicable):		
Email Address:	Phone: ()_				
Are you a Veteran or currently serving in the	he military? Yes	No	Gender:_		
Languages Written/Spoken:			_ Ethnicity:		
Emergency Contact Name:			_ Phone:		

#### Volunteer Interests (check all that apply)

Driver (when rides resume)	Client Care Committee	Community Outreach Committee	
Client check-in (phone)	Marketing/Special Events/Fundraising	Grant Writing	
Grocery shopping/delivery	Newsletter	Other	

#### Availability (Please indicate general times of availability)

TIME/DAY	SUN	MON	TUE	WED	THU	FRI	SAT
Morning							
Afternoon							
Evening							
Vehicle Make: TX DL #:					÷		
Aut Insurance Policy		-					
That histianice T only	" <u></u>						
Have you ever been	n ARRESTI	ED/CONVICTE	ED?	IF YES	, please expla	in: (A convictio	on may not
disqualify you; however,	failure to fully d	isclose all informatio	n will. For minor	traffic violations,	simply write "traf	fic.")	
List two people who	are not fami	ly that we may	call for refe	ences:			
Name:		Phor	ne:				
Name:		Phor	ne:				

Signature of Applicant

Date

Print Name of Applicant

# **CODE OF ETHICS**

# Confidentiality

It is important for all volunteers to respect the confidentiality of care recipients and/or their families at all times. Unauthorized release of information violates a client's privacy. There should be no discussion of care recipient's names, addresses or any other information without express written permission by the care recipient, or except in direct contact with another member of Drive a Senior.

No persons should share information gained through their association with Drive a Senior with anyone not authorized by Drive a Senior to have access to such information.

# **Conflict of Interest**

A conflict of interest arises when an activity impacts a volunteer or staff person's ability to act in an ethical or responsible manner. Therefore:

- Individuals associated with Drive a Senior are not permitted to accept any money, gifts or entertainment from persons receiving services. However, such items can be donated to the agency by care recipients if they so wish.
- Individuals associated with Drive a Senior are not permitted to use care recipients as customers, for example; selling cosmetics, insurance, or other goods and/or services to the client.
- Engaging in any practice that violates any federal, state or local law.

In the event a volunteer is involved in any of the above situations, or any other potential conflict of interest, disclosure should be made to the Drive a Senior Volunteer Coordinator.

## **Driver's License and Liability Insurance Information**

It is the responsibility of each Drive a Senior volunteer to provide current and/or updated driver's license and/or liability insurance information to the agency should any changes in such information occur.

I indicate by my signature that I agree to all of the above.

Signature of Applicant

Date

## AUTHORIZATION / CONSENT FOR CRIMINAL BACKGROUND HISTORY CHECK AND DRIVERS LICENSE CHECK

Every Staff or Adult Volunteer with Drive a Senior must sign an authorization form giving approval for Drive a Senior to perform a criminal background search, and a Driver's License check.

"I give Drive a Senior my permission to obtain information relating to my criminal history record. The Criminal History record will include conviction data.

I understand that this information will be used in part to determine my eligibility for an employment or volunteer position with this organization.

I understand that as long as I remain an employee or volunteer here, the Criminal History records check may be repeated at any time.

I understand that upon my request I will have an opportunity to review my Criminal History report and that a procedure is available for clarification, if I dispute the record as reviewed."

I understand that it is my responsibility to keep my car insurance current and in force at all times, as long as I am a volunteer driver for Drive a Senior.

I also understand that a Driver's License Check is also being run.

Signature of Applicant

Date Signed

Print Name of Applicant

#### **Release and Waiver of Liability Agreement**

This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Release") is made and provided by the person signing below ("Participant"), who is being permitted to participate in transportation services to and from public locations ("Ride Services") operated by Drive A Senior Central Texas ("Organization") and members of the public who volunteer their time and/or vehicles ("Volunteers"), including the use of vehicles owned by Organization, by third parties, Volunteers, and members of the public ("Vehicles"). The Participant desires to participate in Ride Services. Participant acknowledges and agrees that entering into this Release is required as a condition to participating in Ride Services. This Release shall be effective on the date of its execution and delivery by Participant.

In consideration of Organization permitting Participant to participate in Ride Services, the undersigned, on behalf of himself/herself, his/her personal representative, heirs, and next of kin, hereby stipulates and agrees:

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISK. Participant understands and acknowledges that because the Ride Services involve riding in a shared vehicle on the open road, the Ride Services involve inherent risks and are dangerous, and that he or she may suffer illness or may sustain serious bodily injury, including temporary or permanent disability, paralysis and death, as well as property damage. Such risks and dangers may be caused by the Participant's own actions or inactions, the actions or inactions of others partakers in the Ride Services, the actions of inactions of volunteers or third parties, the condition of the Vehicles, adverse weather conditions, or the negligence of the Released Parties (as defined in Section 3 of this Release). Participant also acknowledges that any injuries he or she may sustain may be compounded or increased by negligent or delayed rescue operations or procedures of the Released Parties. Participant further acknowledges there may be other risks and economic losses, which may be known to the Participant or may be unforeseeable, that are presented by participation in the Ride Services. PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO ENTRY, USE, AND EXIT OF THE VEHICLES AND PARTICIPATION IN THE RIDE SERVICES OPERATED BY ORGANIZATION, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

2. PARTICIPANT'S REPRESENTATIONS. Participant acknowledges and represents that: (1) Participant is not currently experiencing symptoms of Covid-19, including fever, cough, and shortness of breath; (2) Participant is generally in good health and free from known contagious diseases; (3) Participant will at all times wear a seat belt if available and make use of all other applicable safety equipment while participating in the Ride Services as a driver, passenger, or spectator; (4) Participant shall at all times follow all the rules and regulations for the Ride Services and the Vehicles, as may be established or modified by the Organization and its staff and volunteers; (5) Participant has informed himself or herself about the current risk of Covid-19 in the State of Texas and the local community, as well as its signs and symptoms through his or her own investigation; and (6) Participant has fully read and understands each of the provisions of this Release, and prior to signing this Release had the opportunity to consult with an attorney.

**3. RELEASE FROM LIABILITY.** Participant hereby agrees, on behalf of himself or herself, and his or her heirs and personal representatives, to fully and forever discharge and release Organization and Volunteers, their affiliates, and their respective partners, agents, operators, managers, employees, and representatives, other drivers, owners of other vehicles participating in the Ride Services, and rescue personnel ("Released Parties") from any and all claims Participant may have or hereinafter have for any **infection or illness from Covid-19**, injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Participant's use of the vehicles and participant acknowledges and agrees that this Release is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by the Participant while using the Vehicles or in any way related to the Ride Services and associated activities.

**4. COVENANT NOT TO SUE.** Participant agrees, for himself or herself, and all of his or her heirs and legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for

damages or cause of action against the Released Parties which Participant or his or her heirs or legal representatives may have as a result of any personal injury, death or property damage the Participant may sustain while using the Vehicles or participating in the Ride Services and associated activities.

**5. INDEMNIFICATION.** Participant hereby agrees to defend, indemnify and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of Participant's involvement in any of the activities associated with Ride Services or Participant's use of the Vehicles, whether caused by the negligence of Released Parties or otherwise.

**6. NO DUTY TO SUPERVISE.** Participant acknowledges and agrees that he or she is aware that the Released Parties have no duty to supervise the activities of any participant or Volunteer in the Ride Services, or any other person within the Vehicles. The Released Parties assume no responsibility or liability for the acts or omissions of any such persons.

**7. Governing Law and Venue.** This Release agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of law of such state. Participant agrees that any action arising out of this Release must be brought exclusively in any state or federal court located in Travis County, Texas.

8. Waiver. No waiver of any term or right in this Release shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

**9. Survival.** Any provision of this Release providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

**10. Compliance with Laws.** In the performance of the terms of this Release, use of the Vehicles and participation in the Ride Services, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

**11. Severability.** If any provision or portion of this Release shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

**12. Entire Agreement; Modification; Binding Effect.** This Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND ENTER THIS AGREEMENT FREELY AND VOLUNTARILY.

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Printed Name:

Date: