**VOLUNTEER PROCEDURES AND RELEASE AGREEMENT (MOCO/BB VOLUNTEER)**

 THIS VOLUNTEER PROCEDURES AND RELEASE AGREEMENT (the “**Release**”) made as of this \_\_\_ day of \_\_\_\_\_\_, 2021 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an individual (“**MOCO/BB Volunteer**”) for the benefit of MONTGOMERY COUNTY., a Maryland governmental entity and the BETTER BLOCK FOUNDATION, an urban design Texas nonprofit (collectively, “**MOCO/BB**”).

**BACKGROUND**

1. MOCO/BB is engaged in various activities related to the preparation for and creation of the Pike District Connector and Wayfinding Project to be located along a one mile stretch between the Bethesda Trolley Trailhead and the Montrose Parkway Trail in the Pike District of Bethesda, Maryland (any areas related to such activities, collectively the “**Premises**”), and engaging in certain other activities related to the Pike District Connector and Wayfinding Project. All of such activities are collectively referred to herein as the “**Activities**”.
2. MOCO/BB Volunteer has voluntarily elected to and desires to participate in the Activities.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth in this Release, and in connection with MOCO/BB Volunteer’s access to the Premises and related to the Activities, the MOCO/BB Volunteer agrees as follows:

1. COVID-19 Warning and Volunteer Procedures. COVID-19 is currently considered extremely contagious and is believed to spread mainly from person-to-person contact. It has been declared a worldwide pandemic by applicable governmental authorities, and as of today, numerous restrictions and suggested measures remain in place in response to COVID-19. COVID-19 can be spread between people who are not even aware they have been infected. Therefore, MOCO/BB cannot guarantee that MOCO/BB Volunteer or any or person whom MOCO/BB Volunteer comes in contact with after the accessing the Premises or participating in the Activities, including MOCO/BB Volunteer’s family members and/or anyone who shares a residence with MOCO/BB Volunteer (collectively, “**Related Parties**”), will not be exposed to or infected while at the Premises or participating in the Activities or become ill after such exposure or infection. To the contrary, by accessing or occupying the Premises or participating in the Activities, MOCO/BB Volunteer may be putting itself and its Related Parties at increased or serious risk for contracting SARS-2 coronavirus, the COVID-19 illness that results from that viral infection, any derivative of or successor to same or future contagion or virus of similar consequence (collectively, “**Coronavirus**”). By accessing the Premises or participating in the Activities, MOCO/BB Volunteer **ASSUMES THE RISK OF ANY HARM, INJURY, AND/OR DAMAGES INCURRED AS A RESULT OF SUCH ACCESS OR PARTICIPATION, INCLUDING, BUT NOT LIMITED TO THE RISK THAT MOCO/BB VOLUNTEER’S RELATED PARTIES MAY BE EXPOSED TO OR BE INFECTED WITH CORONAVIRUS**. MOCO/BB volunteer understands that any such exposure or infections may result from the acts, omissions, or negligence of MOCO/BB Volunteer or others, including, MOCO/BB, its affiliates, officers, employees, representatives, agents, and other contractor and volunteers working at the Premises or participating in the Activities (collectively, “**Other Parties**”). As between MOCO/BB Volunteer and all Other Parties, MOCO/BB Volunteer accepts sole responsibility for any injury, illness, or damage (including, but not limited to, personal injury, disability, death, property damage and damage to reputation), of any kind or nature, that it may experience or incur in connection with being at the Premises or participating in the Activities. Further, MOCO/BB Volunteer hereby acknowledges receipt of the volunteer procedures related to the Premises and Activities attached hereto as Exhibit A (“**Volunteer Procedures**”) and agrees to comply in all material respects with such Job Site Procedures as a condition to MOCO/BB Volunteer’s access to the Premises and participating in the Activities.
2. Access. MOCO/BB Volunteer is granted access to the Premises for participating in the Activities in accordance with the Volunteer Procedures.
3. Release. **MOCO/BB VOLUNTEER HEREBY RELEASES, WAIVES, COVENANTS NOT TO SUE AND FOREVER DISCHARGES** MOCO/BB, its affiliates, officers, employees, representatives, agents, successors and assigns (collectively, the “**MOCO/BB Released Parties**”), of and from all and any manner of action, causes and causes of action, suits, controversies, claims, and demands whatsoever in law and equity, he or she may have and arising out of or in connection with the conduct, action, or presence of MOCO/BB Volunteer while at the Premises or participating in the Activities, including, without limitation, **CLAIMS ARISING FROM OR RELATING TO (I) EXPOSURE OR POTENTIAL EXPOSURE TO CORONAVIRUS, (II) CONTRACTION OF CORONAVIRUS, (III) ILLNESS, PHYSICAL INJURY, DISABILITY, OR DEATH OF ME OR OTHERS RELATED TO OR ARISING OUT OF CORONAVIRUS OR FOR ANY OTHER REASON, (IV) EXPOSURE OR POTENTIAL EXPOSURE TO ANY INDIVIDUALS AT THE PREMISES OR WHILE ENGAGING IN THE ACTIVITIES WHO HAVE OR MAY HAVE CORONAVIRUS, (V) EXPOSURE OR POTENTIAL EXPOSURE TO MYSELF OR OTHERS AT THE PREMISES OR WHILE ENGAGING IN THE ACTIVITIES WHO HAVE OR MAY HAVE THE VIRUS, AND (VI) EXPOSURE OR POTENTIAL EXPOSURE TO ANY PART OF THE PREMISES (WHETHER PERSONAL PROPERTY, FIXTURES, OR BUILDINGS) THAT MAY HOLD OR CONTAIN AT THE PREMISES OR WHILE ENGAGING IN THE ACTIVITIES**; provided, however, the foregoing release shall not apply with respect to matters arising out of the gross negligence or willful misconduct of the MOCO/BB Released Parties.
4. Responsibility. MOCO/BB shall not be responsible for damages to property or injury to persons, including MOCO/BB Volunteer, that may arise from or be incident to actions, conduct, presence, or use by MOCO/BB Volunteer while at the Premises or participating in the Activities.
5. Liability. MOCO/BB shall in no case be liable for any damage or injury to property or to persons, including MOCO/BB Volunteer, that may be caused by any action, conduct, presence at, or use of the Premises or property supplied by MOCO/BB or while engaging in the Activities.
6. Future Visits. MOCO/BB Volunteer hereby acknowledges and agrees that the terms of this Release shall be effective as of first date written above and shall continue in full force and effect for all future visits relating to the Activities at the Premises.
7. Marketing. MOCO/BB Volunteer hereby grants permission to the rights of MOCO/BB Volunteers Image, in video or still, and of the likeness and sound of MOCO/BB Volunteer’s voice as recorded on audio or video tape. MOCO/BB Volunteer understands that MOCO/BB Volunteer’s image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein such likeness appears. Additionally, MOCO/BB Volunteer waives any right to royalties or other compensation arising or related to the use of MOCO/BB Volunteer’s image or recording. MOCO/BB Volunteer also understands that this material may be used in diverse educational settings within an unrestricted geographic area.
8. Miscellaneous. This Release shall be binding on my heirs, executors, administrators, and assigns. I acknowledge and agree that this Release shall be construed in accordance with the laws of the State of Texas and that exclusive venue for any legal proceedings for any dispute in connection with this Release shall be in the courts of Dallas County, Texas. If any term or provision of this Release is found to be unenforceable or void, the term or provision concerned will be construed as valid and enforceable to the maximum extent permitted by law, and the remainder of this Release will remain in full force and effect

**IN WITNESS WHEREOF**, the MOCO/BB Volunteer has caused this Release to be executed.

VOLUNTEER SIGNATURE DATE EMAIL (if you want to be added to Better Block mailing list)

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ADDRESS (City, State, ZIP)

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TELEPHONE NUMBER EMERGENCY NUMBER

**PARENT’S OR GUARDIAN’S ADDITIONAL INDEMNIFICATION**

In consideration of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print minor’s name) (“Minor”) being permitted by organizers to participate as a volunteer in its activities, I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(parent or guardian’s name) on behalf of myself, my heirs, personal representatives and executors,hereby disclaim, release and waive any and all claims against the organizers for personal injuries or damages to property sustained by Minor or any other person arising out of the PROJECT, including claims and damages arising in whole or in part from the negligence or the organizers, its agents or employees.

IT IS MY EXPRESS INTENT TO RELEASE THE ORGANIZERS FROM ANY AND ALL CLAIMS ARISING FROM MINOR’S PARTICIPATION IN THE PROJECT REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF ORGANIZERS, ITS AGENTS OR EMPLOYEES.

 I verify that my son/daughter is at least 14 years of age and I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as parent/guardian of said minor, understand that I must accompany my son/daughter in order for him/her to volunteer.

Parent/Guardian’s signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Exhibit A

Volunteer Procedures

COVID-19 Updated Volunteer Procedures 9.15.2020

**Self-Monitoring and Reporting**

Please do not visit any of the Premises or Projects or attend any in-person Activities if you are feeling ill or have any of the following symptoms at any point in the last 48 hours (collectively, the “**Symptoms**”): (i) feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit, (ii) loss of taste or smell, (iii) coughing, (iv) difficulty breathing, (v) shortness of breath, (vi) fatigue, (vii) headache, (viii) chills, (ix) sore throat, (x) congestion or runny nose, (xi) shaking or exaggerated shivering, (xii) significant muscle pain or ache, (xiii) diarrhea or (xiv) nausea or vomiting.

In the event that MOCO/BB Volunteer has the Symptoms or is lab-confirmed by a test to have Coronavirus, the MOCO/BB Volunteer must remain away from the Premises and Projects and may not engage in any in-person Activities until the later of (i) the 14th day incubation period has passed and the MOCO/BB Volunteer no longer has any Symptoms, or (ii) the MOCO/BB Volunteer has a lab-confirmed test that such MOCO/BB Volunteer does not have Coronavirus.

In the event that MOCO/BB Volunteer has visited the Premises or Projects or engaged in any in-person Activities within the previous fourteen (14) days and the MOCO/BB Volunteer either has the Symptoms or is lab-confirmed by a test to have Coronavirus, or have had close contact with an individual who is lab-confirmed by a test to have Coronavirus, then MOCO/BB Volunteer shall promptly report the same to MOCO/BB (via email or over the phone to the MOCO/BB Volunteer’s contact with MOCO/BB). The meaning of “close contact” continues to evolve, but in general close contact is defined as: (i) being directly exposed to infections secretions (e.g. being coughed on); (ii) Being within 6 feet for a cumulative duration of 15 minutes, although precautionary measures taken during the contact may be taken into consideration, and (iii) occurring between 2 days prior to the confirming lab test and 10 days following the confirming lab test.

**Requirements for Visiting the Premises or Projects and Other In-Person Activities**

When visiting each of the Premises or Projects or attending other in-person Activities, the following safety protocols must be followed:

* At a minimum, a Cloth Face Covering in compliance with Centers for Disease Control Recommendations or a better level of face protection coverings are required at all times. (CDC Face Coverings Guidance can be found at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>)
* A minimum of 6 feet Social Distancing is required at all times
* Wash and sanitize hands as often as possible, avoid touching your face, and avoid touching objects that others have touched