

WAIVER AND RELEASE OF LIABILITY

VOLUNTEER

THIS WAIVER AND RELEASE OF LIABILITY is made this ____ day of _____, 20__, by and between _____, a Volunteer with the Hampton Sheriff's office (hereafter "Volunteer") and the Hampton Sheriff's Office (hereafter "Sheriff's Office") (collectively the "Parties") for the terms and conditions herein set forth below.

RECITALS

WHEREAS, the Hampton Sheriff's Office is committed to the provision of a variety of programs and services to eligible inmates in an attempt to foster self-sufficiency and responsibility and offer other benefits to those inmates; and

WHEREAS, the Hampton Sheriff's Office is dedicated to providing the services in a cost effective and financially responsible manner; and

WHEREAS, the Hampton Sheriff's Office recognizes that community involvement is of critical importance in its attempt to provide those services to eligible inmates, and as such recruits volunteers, interns and contract personnel from diverse segments of the community including, but not being limited to civic and religious organizations, colleges and universities, non-profit agencies, business enterprises and the like; and

WHEREAS, Volunteer is interested and desires to be of service to the Hampton Sheriff's Office in the attempt to foster self-sufficiency, responsibility and impart the level of knowledge and benefit held or otherwise possessed by the Volunteer to eligible inmates; and

WHEREAS, Volunteer has been made aware of and understands that the services offered inmates will be made in a correctional facility e.g., the Hampton City Jail and Jail Annex; and

WHEREAS, the risks attendant with entering the Hampton City Jail and Jail Annex have been explained to the Volunteer and Volunteer has and does herein express their full and complete understanding of the risks that attend entering the correctional facility, directly engaging inmates and with that understanding desires to be of service to the Sheriff's Office and the eligible inmates; and

WHEREAS, the Hampton Sheriff's Office recognizes the mutual benefit to be gained by the Volunteer, the Hampton Sheriff's Office and the eligible inmates for the services Volunteer can render;

NOW THEREFORE, for the consideration of the mutual benefit recognized by the Parties hereto, the mutual benefit to be gained by the Hampton Sheriff's Office, the eligible inmates, the Volunteer as well as the collective neighborhood and the community at large and for other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged the Volunteer and the Hampton Sheriff's Office hereby agree as follows:

1. That the Parties understand and agree that the Recitals set forth above represent and are terms of this Agreement.
2. That the Volunteer agrees that the services provided by Volunteer shall be provided wholly without remuneration or payment of any kind.
3. That the Volunteer understands and agrees that Volunteer will be working or otherwise performing services in the confines of a correctional facility known as the Hampton City Jail and or the Hampton City Jail Annex.
4. That the Volunteer understands and agrees that Volunteer will be coming in close proximity to and will be in direct contact with inmates of the Hampton City Jail and or the Hampton City Jail Annex and that the inmates may be awaiting trial or may be adjudged and serving their sentence or adjudged and awaiting transfer to another correctional institution.
5. That the Volunteer understands and agrees that some or all of the inmates with whom they will be in close proximity or in direct contact may be unpredictable in their demeanor, tenor, attitude, mental capacity and manner.
6. That the Volunteer understands and agrees that the environment of the Hampton City Jail and or the Hampton City Jail Annex can give rise to the need for and warrant caution and elevated security.
7. That the Volunteer understands and agrees that while Deputy Sheriff's continually and vigilantly monitor inmate activity there is no guaranty of absolute personal security nor absolute personal safety.
8. That furthermore the Volunteer understands and agrees that the environment of the Hampton City Jail and or the Hampton City Jail Annex is an environment that may be conducive to the spread of organisms and matter harmful to health.
9. That the Volunteer nevertheless understands the special role they have undertaken in providing benefit and or services to the eligible inmates with whom they will come in close proximity or direct contact and desires to serve in the capacity the Volunteer has agreed to undertake.
10. That the Volunteer waives all claims and causes of action against the Hampton Sheriff's Office for injury, damages and or illnesses that may be or that are occasioned by Volunteer for the services being provided inmates incarcerated in the Hampton City Jail and or Hampton City Jail Annex. In so doing Volunteer releases and agrees to hold harmless the Hampton Sheriff, the Hampton Sheriff's Office, its agents, employees and representatives from

any and all liability associated with the Volunteer being at or in the Hampton City Jail and /or the Hampton City Jail Annex providing services or other benefit under the Citizen Involvement and Volunteer Program.

WITNESS this ____ day of _____, 20____.

VOLUNTEER:

_____ Date: _____

STATE OF VIRGINIA,
CITY OF _____, to-wit:

On this ____ day of _____, 20 __, before me personally appeared _____, who acknowledged and executed this Waiver and Release of Liability in my presence and who is known to me to be the person who executed the foregoing document, or who presented to me for my inspection a valid form of identification which bears a photograph of his/her likeness and that he/she acknowledged that he/she executed the same as his/her free act and deed.

NOTARY PUBLIC

My Commission Expires: _____

My Certificate Number: _____