

VOLUNTEER WORKERS

Volunteers are an important part of the ministry, but they are not covered under Workers' Compensation Insurance and must sign the Volunteer Worker Hold Harmless Agreement [Appendix V.A(1) or V.A(2)]. This agreement bars the signer from making a claim against the parish/school/ecclesiastical organization. Please note the agreement is only valid when the signer is at least 18 years of age. However, volunteer workers are covered, on a limited basis, by an Accident Policy for injuries which occur while doing the volunteer work. This policy will pay up to \$5,000 for medical expenses not covered by the volunteer's own Accident and Health Policy. It does not pay for lost wages or permanent disability.

Due to the inherent injury and liability exposure, we do not recommend using volunteers for projects that require heavy lifting or working from heights (i.e. ladders, scaffolds, roofing projects). Good judgment should be exercised when deciding whether or not to utilize volunteers. Parishes/schools/ecclesiastical organizations commonly use volunteers because of the projected financial savings. In reality, the use of volunteers may cost more in the long run due to the cost incurred from the significant number of accidents and injuries which can take place. Additionally, significant expenses can be incurred from improperly completed construction or repair work that does not meet local building codes.

Problems with volunteers include:

- Usually not as qualified or experienced as general contractors or service contractors
- Normally do not have the required license necessary for the work to be code legal (i.e. plumbing, electrical, working with asbestos ...)
- Normally do not have liability coverage to pay for mistakes made or damage caused
- Usually have no warranty on their work

In situations involving extensive plant and equipment repair or renovation, it is extremely important to hire qualified contractors and obtain Certificates of Insurance from them as part of the Agreement or Scope Of Work. This certification ensures that individuals working on buildings are covered under the contractor's insurance and protects you from the risk of loss if an accident occurs as a result of their negligence.

If volunteers are used, it is essential that they be thoroughly trained in the areas necessary to complete the tasks in a safe fashion. Training should include how to safely operate equipment (i.e. lawn mowers, power equipment); what personal protective equipment is appropriate to wear for the job being completed (i.e. steel-toed shoes, safety glasses, etc.); and how to check and maintain equipment in order to ensure proper operation.

Minor volunteers (under the age of 18) must have parental approval to participate in any volunteer activities. They may not, however, operate power saws or equipment such as a tractor or riding lawnmower. Refer to Appendix V.B for the Minor Volunteer: Waiver and Release of Claim form to be signed by the parent(s) or guardian(s).

Please remember that volunteers can be a valuable resource when used wisely, but can be very costly when they are improperly trained or utilized to perform tasks that may be beyond their capabilities or inherently dangerous. Significant damages can arise both financially and emotionally, including pain and suffering, when a severe injury has occurred.



ARCHDIOCESE OF DENVER

RISK MANAGEMENT PROPERTY/CASUALTY INSURANCE TRUST

RETURN COMPLETED FORM TO PARISH/SCHOOL/ECCLESIASTICAL ORGANIZATION

VOLUNTEER WORKER HOLD HARMLESS AGREEMENT

Parish/School/Organization: _____
(Understood to include the Archdiocese of Denver)

Volunteer Worker Name: _____

Address: _____

Phone: _____

Medical Information

Medical Insurance: _____

Doctor: _____ Phone Number: _____

Please read the following information, then sign and date at the bottom of the page:

Volunteers are not employees and are not covered by Workers' Compensation insurance at any time. However, volunteer workers are covered, on a limited basis, by an Accident Policy for injuries which occur while doing the volunteer work. This policy will pay up to \$5,000 for medical expenses **not** covered by the volunteer's own Accident and Health Policy. It does not pay for lost wages or permanent disability.

I have carefully reviewed the information above. I agree to hold harmless and not to sue the above parish/school/organization and the Archdiocese of Denver for any claims for medical expenses, lost wages, permanent disability costs, injury or death benefits as a result of accident or injury while performing volunteer work activities.

I understand that I am responsible for all medical bills if injured while performing volunteer work. If injured, I will be taken to the doctor or hospital specified above. In an emergency I will be taken to the nearest adequate medical facility.

Signed by: _____

Date: _____, _____

Attested by Pastor or Supervisor: _____



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RISK MANAGEMENT PROPERTY/CASUALTY INSURANCE TRUST

FAVOR DE VOLVER LA FORMA DE PARROQUIA/ESCUELA/ORGANIZACIÓN ECLESIASTICO

ACUERDO DE EXENCION DE RESPONSABILIDAD EN CASO DE ACCIDENTES PARA TRABAJADORES VOLUNTARIOS VOLUNTEER WORKER HOLD HARMLESS AGREEMENT

Parroquia/Escuela/Entidad: _____
(Incluye la Arquidiócesis de Denver)

Datos del Voluntario: _____

Nombre: _____ Teléfono: _____

Dirección: _____

Información médica

Seguro Médico: _____

Doctor: _____ Teléfono: _____

Los trabajadores voluntarios que donan su tiempo de forma regular están cubiertos por una Póliza de Accidentes para heridas o daños que ocurran mientras estén realizando su trabajo voluntario. Esta póliza paga por los gastos médicos no cubiertos por su propia póliza de Salud y Accidente (por ejemplo, gastos deductibles o co-pagados). Nuestra póliza puede pagar también las cantidades sobrantes de los gastos no cubiertas por la propia póliza del voluntario. Las reclamaciones deben ser remitidas primero a su propia compañía de seguro. Si no tienen otra compañía, esta póliza paga hasta un máximo de 5,000 dólares en concepto de facturas médicas. No paga por el salario perdido o discapacidad permanente. Los voluntarios no están cubiertos por la póliza de compensación de los trabajadores en ningún momento.

Debido a muchas heridas serias sufridas por voluntarios mientras se encontraban realizando trabajos de construcción y remodelación del edificio, es posible que no se utilicen voluntarios para este tipo de trabajos.

Por favor, lea la siguiente información y después fírmela y ponga la fecha al final de la página.

He examinado detenidamente la información expuesta en la parte superior. Estoy de acuerdo con ella y prometo abstenerme de reclamar a la parroquia/escuela/entidad ni a la Arquidiócesis de Denver por los gastos médicos, salarios perdidos, costos permanentes de discapacidad, o beneficios por heridas o muerte causados como resultado de un accidente mientras realizo actividad es de trabajo voluntario.

Entiendo que soy responsable por todas las facturas médicas si resulto herido mientras realizo trabajo voluntario. Si resulto herido, deberé ser llevado al médico u hospital especificado arriba. En caso de emergencia seré trasladado a la adecuada instalación médica más cercana.

Firmado: _____ Fecha: _____

Atestiguado por el Pastor o Supervisor: _____



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RISK MANAGEMENT PROPERTY/CASUALTY INSURANCE TRUST

RETURN COMPLETED FORM TO PARISH/SCHOOL/ECCLESIASTICAL ORGANIZATION

MINOR VOLUNTEER WAIVER AND RELEASE OF CLAIM

Volunteer's name: _____

Birth date: _____ Sex: _____

Parent/Guardian Name: _____

Home address: _____

Home phone: _____ Work/Cell phone: _____

I, (_____), grant permission for my child,
_____, to participate in the following volunteer project(s):

As parent and/or legal guardian, I remain legally responsible for any personal actions taken by the above-named minor child.

I agree on behalf of myself, my child named herein, or our heirs, successors, and assigns, to hold harmless and defend,

its officers, directors, employees and agents, and the Archdiocese of Denver, its employees and agents, chaperones, or
representatives associated with the activities, from any claim arising from or in connection with my child participating in the
activities, or in connection with any illness or injury (including death) or cost of medical treatment in connection therewith, and
I agree to compensate _____,

its officers, directors and agents, and the Archdiocese of Denver, its employees and agents and chaperones, or
representative associated with the activities for reasonable attorney's fees and expenses which they may incur in any action
brought against them as a result of such injury or damage, unless such claim arises from the negligence of _____
_____ or the Archdiocese of Denver.

My child has the following restrictions and/or allergies: _____

With the exception of the above, I hereby warrant that to the best of my knowledge, my child is in good health, and I assume
all responsibility for the health of my child.

I authorize _____ to authorize and consent to any emergency medical care for my
child that he or she reasonably believes necessary. I agree to pay any expenses related to such medical care. I understand
and acknowledge that _____ will attempt to obtain my permission by telephone
before authorizing or consenting to any medical care for my child if time and conditions permit.

I understand and acknowledge that any medical expenses related to illness or injury to my child while in volunteer service are
not covered by any insurance program maintained by the Archdiocese of Denver, and that I am primarily responsible for
paying any such expenses.

It is further understood that the undersigned is volunteering his or her time and labor to the above-named project(s). The
undersigned acknowledges and understands that as a volunteer, he or she is not eligible for any wages or other benefits of
employment, such as workers compensation insurance, and the undersigned fully waives any claim for same for any work or
activity he or she contributes.

Signature: _____
Parent/Guardian Name

Date: _____



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RISK MANAGEMENT PROPERTY/CASUALTY INSURANCE TRUST
FAVOR DE VOLVER LA FORMA DE PARROQUIA/ESCUELA/ORGANIZACIÓN ECLESIASTICO

MENOR RENUNCIA VOLUNTARIA Y LIBERACIÓN DE RECLAMO MINOR VOLUNTEER WAIVER AND RELEASE OF CLAIM

Nombre del voluntario: _____

Fecha de nacimiento: _____ Sexo: _____

Nombre del padre o tutor: _____

Domicilio: _____

Teléfono del hogar: _____ Teléfono del trabajo o celular: _____

Yo, (_____), doy permiso de que mi hijo(a),
_____, participe en el o los siguientes proyectos de
voluntariado:

Como padre o tutor legal, permanezco responsable en lo legal por cualquier acción personal llevada a cabo por el/la menor de edad mencionado(a) anteriormente.

Acepto a mi nombre, a nombre de mi hijo(a) aquí mencionado(a), o nuestros herederos, sucesores y asignados, liberar de responsabilidad y defender a _____ sus ejecutivos, directores, empleados y agentes, y a la Arquidiócesis de Denver, sus empleados y agentes, acompañantes o representantes relacionados con las actividades de cualquier demanda que surja de o con relación a la participación de mi hijo(a) en dichas actividades, o en cuanto a cualquier enfermedad o lesión (incluyendo la muerte) o costo de tratamiento médico relacionados con los mismos, y acepto compensar a _____ sus ejecutivos, directores y agentes, y a la Arquidiócesis de Denver, sus empleados y agentes, acompañantes o representantes relacionados con las actividades por tarifas y gastos legales razonables que puedan incurrir en cualquier acción iniciada en su contra como resultado de dicha lesión o daño, a menos que tal demanda surja de la negligencia de _____, o de la Arquidiócesis de Denver.

Mi hijo(a) cuenta con las siguientes restricciones o alergias: _____

Con excepción de lo anterior, mediante la presente garantizo que, a mi saber, mi hijo(a) goza de buena salud y asumo plena responsabilidad por su salud.

Autorizo a _____ para que autorice y consienta a cualquier atención médica de emergencia para mi hijo(a) que crea necesaria justificadamente. Acepto pagar cualquier gasto relacionado con tal atención médica. Comprendo y reconozco que _____ intentará obtener mi permiso por vía telefónica antes de autorizar o consentir a cualquier atención médica para mi hijo(a) si así lo permite el tiempo y las condiciones.

Comprendo y reconozco que cualquier gasto médico relacionado con enfermedad o lesión de mi hijo(a) durante el servicio como voluntario no están cubiertos por ningún programa de aseguramiento que mantenga la Arquidiócesis de Denver, y que yo soy el principal responsable por cubrir dichos gastos.

También queda entendido que él o la suscrito(a) ofrece su tiempo y trabajo para el o los proyectos mencionados anteriormente. Él o la suscrito(a) acusa y comprende que, en papel voluntario, no es elegible para cualquier sueldo u otros beneficios del empleo, tal como seguro de prestación para trabajadores, y él o la suscrito(a) renuncia totalmente a cualquier alegato para los mismos por cualquier trabajo o actividad a los que contribuya.

Firma: _____
Nombre del padre o tutor

Fecha: _____