Magdalena House
A Place to Begin Again

GROUP VOLUNTEER APPLICATION

Group Information

Group Name: _____ *Date of Volunteering:* _____

Address _____

Contact Person: _____ Contact Person day of project, if different: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

Will there be members of your group who are under 18 years old? (If so, please see guidelines below) YES ☐ NO ☐

If yes, is your group aware of guidelines for volunteers under 18 years old and able to comply? YES ☐ NO ☐

If yes, how many and what ages? _____

Basic Volunteer Requirements and Information You Should Know

Magdalena House reserves the right to conduct a **criminal background investigation**; you may be asked to grant us written permission for that part of the volunteer screening process.

Volunteers are required to maintain **confidentiality** at all times during their volunteer assignments. Turn off all location services on your phone or other electronic equipment while on the property. Do not take **photos.** Do not use **social media** while on the property. Do not share the **address** of Magdalena House, or directions to the property, with anyone outside the volunteer group, or share your location using any electronic device.

Volunteers agree to support the policies and guidelines of Magdalena House. Volunteers may not smoke, drink, or use drugs on Magdalena House property. Please respect the residents, their privacy, and the house, as this is their home.

Volunteers working directly with residents and/or the children are required to attend training *before* volunteering.

Volunteers are required to **dress appropriately and respectfully** for the work they will undertake, including those volunteering with residents and children.

Work Teams:

Work Team Leaders must participate in a personal interview with Magdalena House Staff if it is the first time they are seeking to volunteer at Magdalena House. Teams from out of the area may use Skype or equivalent.

Work Team Members must sign a Waiver of Liability before beginning to work.

Volunteers Under 18 Years of Age:

- Parents must sign a Waiver of Liability and Background Check Form prior to volunteer experience.
- Volunteers ages 16 and older may volunteer without parent or guardian on site in age appropriate activities, including child care.
- Volunteers in grades 6 through age 15 may volunteer with supervision of a parent/guardian on site.
- Volunteers in grades 6 through age 15 may volunteer with a youth group with the following adult to youth ratios:
    - Middle School Adult to Youth ratio: 1 to 5
    - High School Adult to Youth ratio: 1 to 12
- Children in kindergarten and up may accompany a volunteer parent/guardian on a work team with the understanding that the parent/guardian is directly responsible for the safety and supervision of their child.

If you have any questions of if your group plans change, please contact Magdalena House at (210) 561-0505 or mchebib@maghouse.org.

Waiver of LIABILITY

Important: Each volunteer must sign the "Release and Waiver of Liability" before working on the Magdalena House site. Please complete this form and bring it with you before you begin volunteering. Read this waiver very carefully before you sign. ***This waiver shall remain valid indefinitely unless and until the undersigned revokes their consent in writing. Any revocation must be submitted via email to mchebib@maghouse.org and shall include a clear statement requesting that the waiver no longer remain in effect as of a specified date. Revocation shall not apply retroactively and shall only become effective upon receipt and acknowledgment of the written request.***

This Waiver of Liability (the "Waiver") executed on this _____ day of _____

in the year _____ , by _____

(the "Volunteer") in favor of Magdalena House.

I, the Volunteer, desire to work as a volunteer for Magdalena House and engage in the activities related to being a volunteer for a work project.

I freely and voluntarily, without duress, execute this Waiver under the following terms:

1. **Waiver and Release**. I, the Volunteer, release and forever discharge and hold harmless Magdalena House its board members, officers, agents, servants, independent contractors, affiliates, employees, and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my volunteer work with Magdalena House. I understand and acknowledge that this Waiver discharges Magdalena House from any liability or claim that I, the Volunteer, may have against Magdalena House with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation on the Magdalena House work site. and voluntarily assume any and all risks associated therewith. I also understand that Magdalena House does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury, illness, death, or property damage.
2. **Insurance**. I, the Volunteer, understand that I expressly waive any such claim for compensation or liability on the part of Magdalena House beyond what may be offered freely by the representative of Magdalena House in the event of such injury or medical expense.
3. **Medical Treatment**. I hereby release and forever discharge Magdalena House from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with Magdalena House.
4. **Assumption of the Risk**. I understand that my time with Magdalena House may include activities that may be hazardous to me, including but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from the work site, as well as potential exposure to the novel coronavirus, COVID-19, which has been declared a worldwide pandemic by the World Health Organization. COVID-19 is very contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have passed guidance to the public to minimize the spread of the virus. Magdalena House highly recommends and encourages you to heed the recommendations of government and health organizations. I hereby expressly and specifically assume the risk of injury or harm in these activities and release Magdalena House from all liability for injury, illness, death, or property damage resulting from the activities of my time with Magdalena House.
5. **Photographic Release**. I grant and convey unto Magdalena House all right, title, and interest in any and all photographic images and video or audio recordings made by Magdalena House during my work for Magdalena House, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
6. **Indemnity**. I agree to indemnify, defend, and hold harmless Magdalena House its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against Magdalena House its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, or assigns due to bodily injury, illness, death, loss of use, monetary loss, or any other injury from or related to my use of the Magdalena House facilities, equipment, or supplies, whether caused by the negligence of Magdalena House its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns.
7. **Other**. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Texas in the United States of America, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release which shall continue to be enforceable.
8. ***This waiver shall remain valid indefinitely unless and until the undersigned revokes their consent in writing. Any revocation must be submitted via email to mchebib@maghouse.org and shall include a clear statement requesting that the waiver no longer remain in effect as of a specified date. Revocation shall not apply retroactively and shall only become effective upon receipt and acknowledgment of the written request.***

Volunteer Name (Printed): _____

Volunteer Signature: _____

Parent or Guardian Name for Volunteer under 18 (Printed): _____

Parent or Guardian Signature: _____

Street Address: _____

Email: _____ phone : _____

Emergency Contact Name/Relationship: _____

Emergency Contact Phone: _____

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CONSENT TO PERFORM CRIMINAL HISTORY/BACKGROUND CHECK IN COMPLIANCE WITH THE FCRA

(Fair Credit Reporting Act)

Full Name: _____

Last First M.I.

Maiden/other name(s) used in any and all other records of birth or residence: _____

Address: _____

Street Address Apartment/Unit #

_____

City State ZIP Code

Date of Birth:** _____ Social Security _____

Gender: _____ Number:** Race: _____

Driver's License Number: _____

The following are my responses to questions about my criminal history

(if any):

☐ Yes ☐ No Have you ever been convicted or pled guilty before a court for any federal, state or municipal criminal offense? (Exclude minor traffic misdemeanors, please provide the details below:

State: _____ County: _____ Date of Offense: _____

Details of Conviction: _____

2. ☐ Yes ☐ No Have you ever received deferred adjudication for any federal, state or municipal offense? If yes, please provide the details below:

State: _____ County: _____ Date of Offense: _____

Details of Conviction: _____

3. ☐ Yes ☐ No Have you ever received probation or community service for any federal, state or municipal offense? If yes, please provide the details below:

State: _____ County: _____ Date of Offense: _____

Details of Conviction: _____

I, _____, am an applicant for volunteerism with Magdalena House and have been advised that as a part of the application process, the agency conducts a criminal history background check. I do hereby consent to the agency use of any information provided during the application process in performing the criminal history check. The agency has informed me that I have the right to review and challenge any negative information that would adversely impact a decision to offer volunteer opportunities to me. In addition, I have been informed that I will have a reasonable opportunity to clear up any mistaken information reported within a reasonable time frame established within the sole discretion of the agency. Under the Fair Credit Reporting Act, I have been advised that upon request, I will be provided the name, address and telephone number of the reporting agency as well as the nature, substance and source of all information.

☐ I allow Magdalena House to re-run my background check on a yearly basis to maintain compliance with policies.

Volunteer Applicant Signature: _____ Date: _____