

VOLUNTEER CONFIDENTIALITY, RELEASE OF LIABILITY, AND PHOTO CONSENT FORM
2022 City of Pasadena Homeless Count and Subpopulation Survey

PRINT NAME:	
ADDRESS:	
CITY, STATE, ZIPCODE	
PHONE:	E-MAIL:
Affiliation (if any):	

By signing this Agreement below, I understand and agree that I represent the **Pasadena Partnership to End Homelessness** as a volunteer and that I am 18 years of age or older. I further understand and agree to all of the terms and conditions contained herein.

CONFIDENTIALITY

- I agree to serve as a volunteer for the 2022 City of Pasadena Homeless Count and Subpopulation Survey on February 22-23, 2022. I further understand and agree that this Agreement shall apply and shall remain in full force and effect if the City of Pasadena Homeless Count and Subpopulation Survey event is rescheduled to another date in the 2022 calendar year. I understand that as a volunteer for the City of Pasadena Homeless Count and Subpopulation Survey it will be necessary for me to handle and process confidential information. I acknowledge and agree that I will keep all information confidential and agree to keep this information confidential indefinitely and in perpetuity, even after I have ended my volunteer duties. I understand and agree that I am not to disclose any identifying confidential information and/or records or to engage in casual or informal conversation/disclosure that identifies any individual involved in the Homeless Count and Subpopulation Survey in verbal, written, electronic, printed or other forms of communication.
- By signing below, I acknowledge and agree to comply with all relevant laws, policies, and regulations concerning access, use, maintenance, and disclosure of information made available to me as a volunteer in the 2022 City of Pasadena Homeless Count and Subpopulation Survey. I understand that the unauthorized release of any protected health information may subject me to a civil action for damages. In addition, Federal and State laws protecting information relating to the provision of confidential health information, including, but not limited to, mental health and substance abuse information, may apply. These laws may have additional penalties, including criminal penalties **(including but not limited to California Welfare and Institutions Code, Section 5328, Chapter 3 commencing with Section 525 of Title 7 of Part 2 of the Code of Civil Procedure; and Title 9, California Administrative Code Section 942, Oath of Confidentiality)**.

RELEASE OF LIABILITY

- By signing this form, I agree to discharge the **Pasadena Partnership to End Homelessness**, the City of Pasadena and any other partner, subsidiaries or co-sponsors, from any liability or claim that I (or others on

my behalf) may have against any or all them with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my volunteer activities, whether caused by negligence of the **Pasadena Partnership to End Homelessness** and their officers, directors, employees, agents, or partners, subsidiaries or co-sponsors, or the City of Pasadena. I further agree to HOLD HARMLESS the **Pasadena Partnership to End Homelessness**, the City of Pasadena and any other partner, subsidiaries or co-sponsors (and their officers, directors, employees, agents, and leaders) from any claims, damages, injuries or losses caused by my own negligence while a participant in the 2022 City of Pasadena Homeless Count and Subpopulation Survey.

- I understand and agree that the **Pasadena Partnership to End Homelessness**, the City of Pasadena and any other Homeless Count and Subpopulation Survey partner, subsidiaries or co-sponsors do 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 any injury or illness.
- I release and forever discharge the **Pasadena Partnership to End Homelessness**, the City of Pasadena and any other Homeless Count and Subpopulation Survey partner, subsidiaries or co-sponsors from any claim which may arise or here after arise on account of any first aid, treatment, or service rendered in connection to my volunteering in the 2022 City of Pasadena Homeless Count and Subpopulation Survey.
- I voluntarily assume these and any other risks in participating in the count and waive any and all claims and causes of action that may arise out of my participation in the 2022 City of Pasadena Homeless Count and Subpopulation Survey.

CIVIL CODE 1542 WAIVER

I acknowledge that I have read, considered, and understand the significance of and the provision contained within Section 1542 of the California Civil Code which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

I voluntarily waive and relinquish all rights I may have under Section 1542 to the fullest extent possible.

PHOTO CONSENT

- I hereby irrevocably consent and authorize the use and reproduction by the **Pasadena Partnership to End Homelessness** and the City of Pasadena of the photography and videography which you have taken of me, negative or positive proofs, digital and/or any other format, for any purpose relating to advertising, marketing or similar purposes, without compensation to me in any form. All negatives and positives shall be property of the **Pasadena Partnership to End Homelessness** and/or the City of Pasadena forever.

ADDITIONAL TERMS

- I understand that I should treat homeless persons I encounter with dignity and respect. I also agree to keep personal boundaries and that I will not proselytize, transport, or give money to homeless persons I

encounter. If a person is in need, I will provide a card with information on services or I will give the information to staff at the City of Pasadena and/or **Pasadena Partnership to End Homelessness**.

- I understand that this document is written to be as broad and inclusive as legally permitted. I agree that if any portion of this form is held to be invalid or unenforceable, I will continue to be bound by the remaining terms.
- I understand that I volunteer freely, voluntarily, and without duress as I execute this form.

I have read the above and understand my responsibilities. I have read and fully comprehend the information contained in this form and AGREE TO ALL of the terms herein.

Signature

Date

In case of emergency, please contact:

Name: _____

Relationship: _____

Phone Number (include area code): (H) _____ (mobile) _____

Address: _____