



Client Release and Waiver of Liability Form

Spread The Vote does not sell client data and takes every precaution to protect client data.

This Release and Waiver of Liability (the "release") executed by (name of client) _____ ("Client") releases Spread the Vote ("STV") a non-profit organization structured and existing under the law of the State of Delaware and each of its directors, officers, employees, volunteers, partners, and agents. The Client desires to utilize services provided by STV. Client understands the scope of the Client's relationships with STV is limited to services in the form of assistance obtaining state-issued identification and that no compensation is expected to STV in return for these services. The Client is responsible for his/her own insurance coverage in the event of personal injury or illness because of Client's services received by STV, its volunteers, and business partners.

1. **Waiver and Release:** I, the Client, release and forever discharge and hold harmless STV, its volunteers, and business partners and its successors and assigns from any and all liability, claims, or demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from services I received from STV, its volunteers, and business partners. I understand and acknowledge that this Release discharges STV, its volunteers, and business partners from any liability or claim that I may have against STV with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I received from STV, its volunteers, and business partners.

2. **Insurance:** Further, I assume that STV does not assume any responsibility or obligation to provide me with financial or other assistance, including but not limited to medical, health, disability, legal benefits or insurance of any nature in the event of my injury, illness, death, or damage to my property from services provided. I expressly waive any such claim for compensation or liability on the part of STV, its volunteers, and business partners beyond what may be offered freely by STV in the event of such injury or medical expenses incurred by me.

3. **Medical Treatment:** I hereby Release and forever discharge STV 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 tenure as a client with STV.

4. **Assumption of Risk:** I understand that the services provided by STV, its volunteers, and business partners may include activities that maybe hazardous to me including but not limited to driving me to various locations in order to obtain identification. As a client, I hereby expressly assume the risk of injury or harm from these activities and Release STV, its volunteers, and business partners from all liability for injury, illness death, property damage, or professional errors/omissions resulting from the services I received as a client.

5. **Media, Photographic, and Testimonial Release:** I hereby grant STV the irrevocable right and permission to use photographs, video recordings, and/or written testimonials of me on STV's websites and social media accounts and in publications, newsletters, promotional flyers, brochures, fundraising materials, educational materials, derivative works, or for any other similar purpose without compensation to me. I understand and agree that such photographs, video recordings, and/or written testimonials of me may be placed on the Internet. I also understand and agree that I may be identified by name and/or title in printed, Internet or broadcast information that might accompany the photographs, video recordings, and/or written testimonials of me. I waive the right to approve the final product. I agree that all such portraits, pictures, photographs, video

and audio recordings, written testimonials, and any reproductions thereof, and all plates, negatives, recording tape and digital files are and shall remain the property of STV. I hereby release, acquit and forever discharge STV, its current and former agents, officers, employees, affiliates, volunteers, representatives, successors, and assigns of STV from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of said photographs, video recordings, and/or written testimonials, including but not limited to any claims for invasion of privacy, appropriation of likeness or defamation. I waive any right to royalties or other compensation arising or related to the use of materials. I grant and convey to STV all right, title, and interests in any and all photographs, images, video or audio recordings of me or my likeness or voice made by STV in connection with my receiving services from STV.

Check here if you do not want photographs, video recordings, or written testimonials to be taken/used.

6. Arbitration. Client hereby agrees to submit any dispute, claim, or controversy, relating to and/or arising from (a) this Volunteer Release and Waiver of Liability, (b) Client's receipt of STV's services; (c) Client's participation in STV activities, and/or (d) any other interaction between the Client and STV, including the determination of the scope or applicability of this agreement to arbitrate, to binding arbitration. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the district in which the volunteer activities occurred. Each party shall pay its own costs, including the costs associated with the party appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the State and County where STV provided services to the Client, and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law. Judgment on the Award may be entered in any court having jurisdiction over the parties and controversy. Client and STV specifically intend this Binding Arbitration provision to survive in the event that any other portion of this Agreement is held invalid. **NOTICE TO CLIENT:** By signing this Release, you are giving up your right to commence litigation against STV in a court of law, and you are giving up your right to a trial by jury.

7. Voting and Registration Eligibility [IF WE ARE REGISTERING YOU TO VOTE]: I agree to provide STV, its volunteers, and business partners with accurate information regarding my eligibility to vote and eligibility to register to vote. This includes, but is not limited to, accurate information about my name, address, status as a North Carolina resident, status as a felon, whether my rights to vote have been restored, or any other information relevant to voter eligibility. Additionally, I grant permission to STV and its volunteers to verify the status of my voter registration.

8. Other: As a client, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provision of the Release shall not be affected.

9. Coronavirus: Coronavirus (COVID-19) is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the

spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Going to the DMV/ID-issuing office could increase the risk of contracting COVID-19. Spread The Vote in no way warrants that COVID-19 infection will not occur by visiting the DMV and recommends the wearing of personal protective gear, including and especially a mask, while at the DMV. On behalf of myself and my family members and minors, I assume the risk of such illness, injury, disability, and death in connection with COVID-19.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Client Signature

Date

Legal Guardian Printed Name

Legal Guardian Signature

Date

Case Manager Printed Name

Case Manager Signature

Date

By signing this Release and Waiver on behalf of the above-named Client, the above-named Case Manager attests that they have the Client's express permission to do so.