



# Guam Memorial Hospital Authority

## Aturidåt Espetåt Mimuriåt Guåhan

850 GOV. CARLOS CAMACHO ROAD  
OKA, TAMUNING, GUAM 96913  
TEL.: (671) 647-2444 or 647-2330  
FAX: (671) 649-0145



### VOLUNTEER RELEASE AND WAIVER OF LIABILITY (ADULTS & MINORS)

This Release and Waiver of Liability (the “Release”) is executed on this day between \_\_\_\_\_ (“Volunteer” and, if appropriate, his or her Parent or Guardian) in favor of Guam Memorial Hospital Authority, their directors, officers, employees, and agents.

Volunteer desires to work as a volunteer for the Guam Memorial Hospital Authority and engage in activities related to being a volunteer. Volunteer understands that activities may include assisting with patient care, clerical, housekeeping, maintenance (grounds and/or facilities), security, and/or participating in special events and fundraisers.

Volunteer hereby freely, voluntarily and without duress executes this Release under the following terms:

- 1. Release and Waiver:** Volunteer does hereby release and forever discharge and hold harmless the Guam Memorial Hospital Authority (GMHA) from any and all liability, claims, demands, obligations, costs, expenses, attorney fees, actions and causes of action of whatever kind or nature either in law or in equity, which arise or may hereafter arise from Volunteer’s Activities with GMHA. Volunteer understands that this Release discharges GMHA from any liability or claim that the volunteer may have against GMHA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the volunteer’s activities with GMHA, whether caused by the negligence of GMHA or its officers, directors, employees or otherwise. Volunteer also understands that GMHA 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 or illness.
- 2. Medical Treatment:** Volunteer does hereby release and forever discharge GMHA 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 the volunteer’s activities with GMHA.
- 3. Assumption of the Risk:** Volunteer understands that the activities includes work that maybe hazardous to the volunteer, including, but not limited to, assisting with patient care activities, clerical and housekeeping. The Volunteer and/or Guardian hereby expressly assume the risk of injury or harm in these activities and release GMHA from all liability for injury, illness, death or property damage resulting from the activities.
- 4. Insurance:** Volunteer understands that, except as otherwise agreed to by GMHA in writing, GMHA does not carry or maintain health, medical, or disability insurance for any volunteer. **Each volunteer is expected and encouraged to obtain his/her own medical or health insurance coverage.**

5. **Photographic Release.** Volunteer hereby grants and conveys unto GMHA all right, title and interest in any and all photographic images and video or audio recordings made by GMHA during Volunteer's work for GMHA, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.
6. **Acknowledgment of Non-Employment.** Volunteer understands that it is Volunteer's desire to further the work of GMHA by performing services as a volunteer, and has undertaken to perform services as a volunteer without compensation. In performing said services, Volunteer expressly acknowledges that he or she is not an employee of GMHA.
7. **Limitation on Volunteer Services.** Volunteer expressly acknowledges that volunteers are not authorized to attempt any nursing procedures or otherwise to provide direct patient care.
8. **Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of Guam and that this Release shall be governed by and interpreted in accordance with the laws of Guam. Volunteer agrees that in the event that any clause or provision of this Release 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 this Release which shall continue to be enforceable.

**To express my understanding of this Release, I/We sign here.**

Name of Volunteer \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Volunteer \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**If volunteer is between the ages of 14 and 18 (a minor), this Release and Waiver of Liability must also be signed by a parent or guardian.**

Name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_