



Volunteer Liability Waiver & Confidentiality Agreement

PART A: VOLUNTEER LIABILITY WAIVER AND RELEASE

This Liability Waiver and Release ("Waiver") is entered into by and between Mission Delafé, Inc., a 501(c)(3) nonprofit organization ("Mission Delafé"), and the undersigned volunteer ("Volunteer").

1. Acknowledgment of Volunteer Status

I understand and acknowledge that:

- I am volunteering my services to Mission Delafé without expectation of compensation or employment benefits
- My volunteer service is performed at my own will and may be terminated at any time by either party
- I am not an employee, contractor, or agent of Mission Delafé
- I am not entitled to workers' compensation, unemployment benefits, health insurance, or any other employee benefits

2. Assumption of Risk

I understand that my volunteer activities may involve certain risks, including but not limited to:

- Use of electronic equipment and technology
- Travel to and from volunteer locations
- Interaction with members of the public both in-person and online
- Involvement in activities related to events or ministry functions
- Exposure to confidential or sensitive information

I voluntarily assume all risks associated with my volunteer service and acknowledge that Mission Delafé has informed me of these potential risks.



3. Release and Waiver of Liability

To the fullest extent permitted by law, I hereby release, waive, discharge, and covenant not to sue Mission Delafé, Inc., its Board of Directors, officers, employees, agents, contractors, volunteers, and representatives (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any property belonging to me, whether caused by the negligence of the Released Parties or otherwise, while participating in volunteer activities or while on the premises of Mission Delafé.

4. Indemnification

I agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, or cost they may incur arising out of or related to my volunteer service, whether caused by my negligence or otherwise.

5. Medical Treatment

In the event of injury or illness requiring medical attention, I authorize Mission Delafé to obtain necessary medical treatment on my behalf. I understand that I am solely responsible for any medical expenses incurred.

Emergency Contact Information:

Name: _____ Relationship: _____

Phone: _____ Alternate Phone (Optional): _____

Medical Information (optional but recommended):

Allergies: _____

Medications: _____

Medical Conditions: _____

6. Media Release

I grant Mission Delafé permission to use my name, likeness, image, voice, and/or appearance in photographs, video recordings, audio recordings, or any other media format for promotional, educational, or ministry purposes without compensation. I



understand this may include use on the Mission Delafé website, social media platforms, newsletters, presentations, and other marketing materials.

☐ I consent to media use as described above

7. Governing Law

This Waiver shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflict of law principles.

8. Severability

If any provision of this Waiver is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9. Acknowledgment

I have read this Liability Waiver and Release carefully and understand its contents. I am aware that by signing this document, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators, and assigns may have against Mission Delafé, Inc.

PART B: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("NDA") is entered into by and between Mission Delafé, Inc. ("Mission Delafé") and the undersigned volunteer ("Volunteer").

1. Purpose

Mission Delafé recognizes that volunteers may have access to confidential, proprietary, and sensitive information during their service. This agreement ensures the protection of such information and maintains the integrity, trust, and effectiveness of the ministry.



2. Definition of Confidential Information

"Confidential Information" includes, but is not limited to:

Ministry Operations:

- Strategic plans, financial information, and donor records
- Internal communications, meeting notes, and organizational decisions
- Proprietary systems, processes, and methodologies
- Marketing strategies and unreleased content

Personal Information:

- Names, contact information, and personal details of testimony subjects
- Content of testimonies prior to public release
- Personal stories, backgrounds, and sensitive details shared by individuals
- Information about staff, volunteers, donors, and ministry partners
- Medical, legal, or other private information

Intellectual Property:

- Video content, photographs, and audio recordings
- Written materials, scripts, and unpublished content
- Logos, branding materials, and creative assets
- Software, databases, and digital resources

3. Obligations of Volunteer

I agree to:

Maintain Confidentiality:

- Keep all Confidential Information strictly confidential during and after my volunteer service
- Not disclose, publish, or disseminate Confidential Information to any third party without prior written consent from Mission Delafé
- Use Confidential Information solely for the purpose of fulfilling my volunteer responsibilities

Exercise Reasonable Care:



- Take all reasonable precautions to prevent unauthorized access to Confidential Information
- Secure physical and electronic files containing Confidential Information
- Not discuss Confidential Information in public places or where conversations may be overheard
- Use password protection and multi-factor authentication when accessing ministry systems

Respect Testimony Subjects:

- Treat all testimony content with the highest level of sensitivity and respect
- Never share personal details, names, or stories of testimony subjects without authorization
- Recognize that testimonies are sacred, personal accounts entrusted to Mission Delafé by the Holy Spirit, and the individual
- Understand that unauthorized disclosure could harm individuals and damage the ministry's reputation

Social Media and Public Communication:

- Not post Confidential Information on personal social media accounts
- Obtain approval before sharing any behind-the-scenes content, unreleased testimonies, or internal materials
- Not speak on behalf of Mission Delafé unless explicitly authorized
- Refrain from making public statements that could harm the ministry's mission or reputation, either in-person or online

4. Exceptions

This agreement does not apply to information that:

- Is or becomes publicly available through no breach of this agreement
- Was rightfully in my possession prior to disclosure by Mission Delafé
- Is independently developed by me without use of Confidential Information
- Is required to be disclosed by law, court order, or government regulation (with prior notice to Mission Delafé when possible)

5. Return of Materials

Upon conclusion of my volunteer service or upon request by Mission Delafé, I agree to:



- Return all materials containing Confidential Information
- Delete all digital files containing Confidential Information from personal devices
- Destroy or return all copies of documents, recordings, or other materials
- Confirm in writing that all materials have been returned or destroyed

6. Intellectual Property

I acknowledge that:

- All work product, content, and materials created during my volunteer service belong to Mission Delafé
- Mission Delafé retains all rights, title, and interest in intellectual property created during my service
- I have no ownership rights to testimonies, videos, written content, or other materials produced

7. Duration of Obligation

My obligations under this NDA shall:

- Begin on the date of signing and continue indefinitely
- Survive the termination of my volunteer service
- Remain in effect until the information becomes publicly available through authorized means

8. Consequences of Breach

I understand that:

- Unauthorized disclosure of Confidential Information may cause irreparable harm to Mission Delafé, testimony subjects, and the ministry's mission
- Breach of this agreement may result in immediate termination of my volunteer service
- Mission Delafé may pursue legal remedies, including injunctive relief and damages, for breach of this agreement
- Disclosure of certain information may violate privacy laws and result in legal consequences



9. No Conflict

I confirm that signing this agreement does not conflict with any other confidentiality agreements or legal obligations I may have.

10. Reporting Concerns

If I become aware of any unauthorized disclosure of Confidential Information or potential breach of this agreement, I will immediately report it to my supervisor or the Director of Operations.

ACKNOWLEDGMENT AND SIGNATURE

By signing below, I acknowledge that:

- I have read and fully understand both the Liability Waiver and Confidentiality Agreement
- I have the opportunity to ask questions and seek clarification
- I am signing this document voluntarily and of my own free will
- I understand the legal implications of this agreement
- I commit to honoring these obligations as an act of integrity and faithfulness to Christ and Mission Delafé

VOLUNTEER INFORMATION:

Full Legal Name (Printed): _____

Volunteer Role: _____

VOLUNTEER SIGNATURE:

Signature: _____ Date: _____

PARENT/GUARDIAN SIGNATURE (Required if volunteer is under 18):

Parent/Guardian Name (Printed): _____

Signature: _____ Date: _____



FOR MISSION DELAFÉ USE ONLY:

Reviewed and Approved by:

Name: _____

Title: _____

Signature: _____ Date: _____

*Mission Delafé, Inc. | 325 Ellington Blvd. Unit #425, Gaithersburg, MD
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Please retain a copy of this document for your records.

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