



## **CONFIDENTIALITY AGREEMENT**

As a volunteer of this organization, I understand that I may have access to confidential information, both verbal and written, relating to resource parents, children under the care and supervision of the Division of Child Protection & Permanency (DCP&P), volunteers or staff and the organization.

I understand that I must maintain the privacy and confidentiality of any and all information on children in foster care and resource parent information, including but not limited to, mailing lists, phone numbers and e-mail lists. I understand that this identifying information cannot be shared with any other persons or organizations.

I also agree not to use identifying information such as mailing lists, etc. for personal gain or to promote a personal agenda.

I understand, and agree, that all such information is to be treated confidentially and discussed only within the boundaries of my volunteer position at this organization.

I also agree not to discuss these same matters after I have left my volunteer position at this organization.

I agree to adhere to embrella's Record Retention and Destruction Policy for the proper retention and destruction of embrella's records.

I understand that DCP&P prohibits the publication of photos of children in foster care in any media, in order to protect their identities.

I further understand that breach of this agreement shall constitute grounds for and may result in termination of my volunteer status with this organization.

*Please sign below to indicate your acceptance and agreement with these terms outlined above.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



## **BACKGROUND CHECK**

I hereby give embrella the right to make a thorough investigation into my references, character, general reputation, and all statements made by me in connection with my volunteer application. I release from all liability all persons, companies, corporations, and agencies supplying such information. I further authorize and agree to have a criminal background check conducted in accordance with N.J.A.C. 13:59-12(a) 1&2./N.J.S.A. 30:6D-63 to 72 to determine that no criminal history record exists on file in the Federal Bureau of Investigation Identification Division, or the State Bureau of Identification in the Division of the State Policy. I understand that any offer of volunteering is contingent on a satisfactory background investigation.

Have you ever been convicted of a crime? ☐ No ☐ Yes

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Note: If you have ever been convicted of a crime this will not automatically disqualify you from volunteering. We will consider the nature and date of the offense and the job for which you are applying for job-related purposes only, and only to the extent permitted by applicable law.***

I agree to notify embrella within 14 days in the event that I am involved in a child abuse and neglect investigation by the Department of Children and Families resulting in a finding of substantiated, unsubstantiated or not established.

Please sign below to indicate your acceptance and agreement with these terms.

I hereby authorize and consent to a thorough background check and agree to the confidentiality agreement as listed above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



## **RELEASE AND WAIVER OF LIABILITY**

**Activities:** As an adult individual named below, I voluntarily desire to provide services to embrella as a volunteer and engage in the activities as described to me in the embrella Volunteer Chair Services Description, (the Volunteer Activities). I also hereby freely, voluntarily, and without duress execute this RELEASE AND WAIVER OF LIABILITY under the terms below:

1. **Release and Waiver:** I hereby release and forever discharge and hold harmless embrella its employees, volunteers, agents, owners, officers, and board of trustees, (formerly known as Foster and Adoptive Family Services or FAFS), from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the Volunteer Activities. I understand that this RELEASE AND WAIVER OF LIABILITY discharges embrella from any liability or claim that I may have against embrella with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer Activities whether caused by the negligence of embrella or otherwise. I also understand that embrella 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. **Insurance:** I understand that embrella does not provide accident and injury insurance to volunteers injuring themselves while participating as a volunteer for embrella. I also understand I must rely on my own personal insurance resources.
3. **Medical Treatment:** I hereby release and forever discharge embrella from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer Activities.
4. **Personal Property:** I hereby release embrella from any loss or damage to my personal property. I understand that embrella does not assume responsibility for my personal property nor will they reimburse me for any losses or damage to my personal property resulting from theft, fire, automobile accident or any other condition.
5. **Driving Release:** I understand that should I drive in service of embrella I do so as an individual and not as a Volunteer of embrella. I hereby release embrella from any responsibility relating to damages to my personal vehicle and for any damages caused to me while operating my personal vehicle (which includes any and all personal property damages, medical insurance and car insurance).
6. **Photographic Release:** I hereby grant and convey to embrella all rights, title and interest in any and all photographic images and video or audio recordings made by embrella during the Volunteer Activities.
7. **Other:** I expressly agree that this RELEASE AND WAIVER OF LIABILITY is intended to be as broad and inclusive as permitted by the laws of New Jersey and that in the event that any clause or provision of this RELEASE AND WAIVER OF LIABILITY is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions which shall continue to be enforceable. By signing below and engaging in the Volunteer Activities I have read, understood and executed this RELEASE AND WAIVER OF LIABILITY on the date written below.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_