



Genesis **JOY** House Homeless Shelter, Inc.
P.O. Box 6425
Warner Robins, GA 31095
(478) 918-7606
www.genesisjoyhouse.org

Matthew 25:35-40

Dear Prospective Volunteer:

We believe that time is one of the most valuable gifts that we have to give someone else, so we appreciate your interest in helping us provide services to homeless female veterans. At this time, we are currently building our volunteer program. In order to accomplish this much needed aspect of our vision, we need people such as yourself.

The number of women in the military, both active duty and veteran populations, is growing rapidly. They face unusual challenges because of their military experiences and for many, multiple roles as breadwinner, parent, and spouse. Often their return to civilian life is difficult. An estimated 75,609 veterans are homeless, sheltered or unsheltered, on any given night. Women were 10,214 (7.5%) of the 136,334 homeless veterans who were sheltered sometime between October 1, 2008 and September 30, 2009 (U.S. Department of Housing and Urban Development and U.S. Department of Veterans Affairs). Female veterans have a greater risk of homelessness compared to their civilian counterparts. Risk of homelessness for recent veterans, particularly women who served in Iraq and/or Afghanistan, is increasing. For the sacrifices they and their families have made, this is an unacceptable state for any of them to be in.

Genesis Joy House Homeless Shelter, Inc. (Genesis) is proud to be in partnership with the Veterans Administration of Dublin and the Georgia Veterans Education Center Transition Resources (VECTR) to prioritize the needs of our homeless female veterans, and the Veterans Justice Outreach to identify veterans that enter the criminal justice system and are in need of treatment services rather than incarceration.

Our volunteers will have several opportunities to impact our community. Volunteer opportunities consist of:

1. **Fundraising Committee** - the success of a particular fundraiser or charity is highly reliant on the quality of the fundraiser chair. The chair organizes fundraisers, makes the final decisions relating to an event and oversees all facets of the project in general. A good fundraising chair will have experience in a variety of fields and a strong network of contacts in the community.
2. **Marketing and Public Relations** - the more visibility a nonprofit has, the more grant dollars it will attract and the more community support it will win. Marketing and branding a nonprofit brings awareness.
3. **Special Events Coordinators** – to assist with presentations to the community, schools and networking with agencies in the Middle Georgia area, as well as helping with special event functions.
4. **Volunteer Coordinator** - to recruit volunteers and build committees, perform interviews and provide volunteer orientation.

5. **Grant Writer/Researcher** – to research grants that Genesis is eligible to apply for, inform Board and track on grant tracking spreadsheet.
6. **Social Media Coordinator** – to maintain and update social media (Facebook, Twitter, LinkedIn, and Instagram) to market awareness in all areas in hopes of drawing the public, gaining participation and receiving donations.
7. **IT Specialist/Coordinator** – to support our organization with all IT needs.
8. **Ad Hoc Committee** - volunteering in many areas whenever and wherever you can to benefit Genesis.
9. **Solicitations** - Follow up calls to solicit in-kind donations and monetary donations, as well as corporate business sponsors and partners.
10. **Veterans Network Committee** – assist in advocating for our veterans in a variety of areas where they need support.

Please know that you can provide crucial, compassionate support and crisis intervention to our homeless veterans, and can truly make a difference in their lives. Due to the nature of our work, there are a few requirements that must be met to volunteer with our organization.

1. **You must be at least 18 years of age (under 18 parent consent is required)**
2. **Complete a volunteer application and sign all acknowledgements.**
3. **Submit two professional or personal references.**
4. **Complete a volunteer orientation with the Volunteer Coordinator.**

The Board at Genesis strives to provide quality services. It is our mission to empower women to become survivors. Our orientation is scheduled on Saturdays to accommodate most work schedules and thoroughly prepares volunteers to understand Genesis' vision, mission and our current needs.

Volunteering with Genesis is not only a way to help those in crisis...it is an opportunity to join a helping community of dynamic people. The work is difficult at times, but the rewards are many. Volunteer advocates are the backbone of our organization and provide a round-the-clock safety net for those in crisis. Through training and ongoing education, our volunteers enhance existing skills and learn new ones to offer professional and compassionate services to those in need.

To begin the application process, please complete the volunteer application form and email to volunteers@genesisjoyhouse.org. Thank you for your interest in volunteering with our organization. We look forward to meeting you.

Sincerely,



Margaret Q. Flowers
Executive Director/Founder

Attachments

References may not be completed by family members and, if you are employed, one reference must be from your current employer. We can also accept a reference from a previous employer as well.



Genesis **JOY**House Homeless Shelter, Inc.
VOLUNTEER APPLICATION

Matthew 25:35-40

Please print

First Name..... Last Name.....

Address..... City/State/Zip.....

Telephone(Home)..... Cell #.....

Date of Birth..... Spouse's Name.....

Personal Information (please circle correct response):

Gender: Male Female

Physical Limitations: No Yes (Please Explain):

Education (highest level completed)

Grades 1-5 6-9 11-12 College Business Graduate School Technical/Vocational

Most recent employer).....

Former work/occupation.....

List previous volunteer experience.....

.....

Skills (List your skills and indicate proficiency level) Skilled Can Teach Amateur

1.....

2.....

3.....

Languages Fluent Read Write

1.....

2.....

Volunteer availability: (Circle all applicable): Number of Days per week: 1 2 3 4 5

Monday Tuesday Wednesday Thursday Friday No Preference

Circle your area of choice: Fundraising Marketing /Public Relations Special Events Social Media

Volunteer Coordinator Grant Writing Administration/Secretarial IT support

In an emergency, notify:

First Name..... Last Name.....

Address..... City/State/Zip.....

Telephone (with area code).....



Genesis **JOY**House Homeless Shelter, Inc.
CONFIDENTIALITY AGREEMENT FOR VOLUNTEERS

Matthew 25:35-40

The organization requires that strict confidentiality be maintained with respect to all information obtained by volunteers concerning the Genesis Joy House Homeless Shelter, Inc. (Genesis), as well as the clients and others they serve.

The volunteer shall not disclose any information obtained in the course of his/her volunteer placement to any third parties without prior written consent from the Genesis. This includes, but is not limited to, information pertaining to financial status and operations such as budget information, donations of money or gifts in-kind, salary information, information pertaining to clients, staff of other volunteers. No information concerning any volunteer will be divulged without prior written consent of the volunteer. This includes addresses, telephone numbers, etc.

Failure to comply with the confidentiality policies of the organization may result in disciplinary actions, including the dismissal of the volunteer.

I understand the above and agree to uphold the confidentiality of these matters both during and following my volunteer service with the organization.

OR

As a volunteer of Genesis, I understand that I may have access to confidential information, both verbal and written, relating to clients, volunteers or staff and Genesis. I understand, and agree, that all such information is to be treated confidentially and discussed only within the boundaries of my volunteer position at Genesis. I also agree not to discuss these same matters after I have left my volunteer position at Genesis. I further understand that breach of this agreement shall constitute grounds for, and may result in, termination of my volunteer status with Genesis; except where such disclosure is consistent with stated policy and relevant legislation.

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

Volunteer Signature: _____ **Date:** _____

GENESIS JOY HOUSE HOMELESS SHELTER, INC.

Volunteer Release

I agree to release, discharge, indemnify, and hold Genesis Joy House Homeless Shelter, Inc. (Genesis) harmless for any and all injuries to me or damages to me or my personal property while performing my volunteer services to Genesis in a voluntary capacity.

I recognize that while performing my volunteer services in a voluntary capacity, there exist risks of injury including personal physical harm. On behalf of myself, my heirs, Genesis, its agents, servants and employees from any representatives and executors, I hereby release, discharge, indemnify and hold harmless and all claims, causes of action or demands of any nature or cause connected with my Volunteer Agreement. This might include costs and attorney's fees and court costs incurred by Genesis in connection with my volunteer services based on damages or injuries which may be incurred or sustained by me in any way. Such damages or injuries might include, but are not limited to accidents, injuries and personal property damage.

I understand that public relations are an important part of volunteering with the Genesis Joy House Program. I therefore agree on behalf of my heirs, personal representatives and executors to allow Genesis to use any photographs taken of me for use in public relations efforts. Genesis will use reasonable efforts to notify me, but such notification is not a condition of the photograph's release for public relations purposes.

Printed Name: _____

Signature: _____ Date: _____

Release and Waiver of Liability

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____, 20____.

_____ (the "Volunteer") in favor of **Genesis Joy House Homeless Shelter, Inc., (Genesis)** a nonprofit corporation, and its directors, officers, employees, and agents.

The Volunteer desires to work as a volunteer for **Genesis** and engage in the activities related to being a volunteer for **Genesis**. The Volunteer understands that the Activities may include lifting, running, exercise, driving, deliveries, exposure to hazardous conditions, or hazardous weather conditions.

The 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 **Genesis** and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity that that arise or may hereafter arise from Volunteer's Activities with **Genesis**.

VOLUNTEER UNDERSTANDS THAT THIS RELEASE DISCHARGES **GENESIS** FROM ANY LIABILITY OR CLAIM THAT THE VOLUNTEER MAY HAVE AGAINST **GENESIS** WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM VOLUNTEER'S ACTIVITIES WITH **GENESIS** WHETHER CAUSED BY THE NEGLIGENCE OF **GENESIS** OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OR OTHERWISE. VOLUNTEER ALSO UNDERSTANDS THAT **GENESIS** 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 **Genesis** 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's Activities with **Genesis**.

3. **Assumption of the Risk.** The Volunteer understands that the Activities may involve work that may be hazardous to the Volunteer, including, but not limited to, fumes and smells that could cause illness, heat, or coldness, exercise, injuries from clients, and transportation to and from the work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities, and releases **Genesis** from all liability for injury, illness, death, or property damage resulting from the Activities.

4. **Insurance.** The Volunteer understands that, except as otherwise agreed to by **Genesis** in writing, **Genesis** does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

5. **Photographic Release.** Volunteer does hereby grant and convey unto **Genesis** all rights, titles, and interest in any and all photographic images and video or audio recordings made by **Genesis** during the Volunteer's Activities with **Genesis** including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. **Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia. Volunteer also 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.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Volunteer: _____ Witness: _____

Print Name:

Volunteer: _____ Witness: _____

Date: _____

Date: _____

Genesis Joy House Homeless Shelter, Inc. Nondisclosure Agreement

This Nondisclosure Agreement (the “Agreement”) is entered into by and between Genesis Joy House Homeless Shelter, Inc. (Genesis) with its principal office in Warner Robins, GA, (“Disclosing Party”) and _____ (“Receiving Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

1. Definition of Confidential Information. For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information. Receiving Party’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and

shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

(Signature)

(Typed or Printed

Date:

(Signature)

(Typed or Printed

Date:



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JOY = Jesus, Others, Yourself

**VOLUNTEER RELEASE FORM FOR MINORS (under the age of 18)
PARENTAL CONSENT REQUIRED**

I, _____, being the parent or legal guardian of _____ (the "Minor") hereby consent to and authorize the Minor to act as a volunteer for Genesis Joy House Homeless Shelter, Inc. (GJH). I acknowledge and agree that activities performed by the Minor as a volunteer will be performed strictly on a voluntary basis, without any pay, compensation, or benefits. I agree and understand that the Minor must comply with the rules and regulations established from time to time by Wallingford Community Senior Center and that failure to do so may result in the Minor's immediate removal as a volunteer.

I am aware of the nature of the activities to be performed by the Minor as a volunteer and recognize that in performing volunteer tasks, a risk of harm or injury exists. I agree that all volunteer activities are to be performed by the Minor at the Minor's risk and I assume full responsibility therefore.

On behalf of myself, the Minor, and our respective heirs and personal representatives, I agree not to hold or attempt to hold GJH, their population served, volunteers, or staff responsible for any injury or damage sustained or incurred by the Minor, arising out of or in any way connected with the Minor's activities as a volunteer for GJH. I hereby release and discharge GJH, their employees, and their volunteers from any and all claims, demands, causes of action of any nature or cause, for any such injury or damage incurred or suffered by the Minor.

Signature of Parent/Legal Guardian

Date

Printed Name of Parent/Legal Guardian

Phone Number(s) for Emergencies

Signature of Volunteer Coordinator or Designee

Date

Printed Name of Volunteer Coordinator or Designee

PUBLIC LAW 105-19—JUNE 18, 1997

VOLUNTEER PROTECTION ACT OF 1997

Public Law 105–19
105th Congress

An Act

June 18, 1997
[S. 543]

To provide certain protections to volunteers, nonprofit organizations, and governmental entities in lawsuits based on the activities of volunteers.

Volunteer
Protection Act of
1997.
42 USC 14501
note.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the “Volunteer Protection Act of 1997”.

42 USC 14501.

SEC. 2. FINDINGS AND PURPOSE.

(a) FINDINGS.—The Congress finds and declares that—

(1) the willingness of volunteers to offer their services is deterred by the potential for liability actions against them;

(2) as a result, many nonprofit public and private organizations and governmental entities, including voluntary associations, social service agencies, educational institutions, and other civic programs, have been adversely affected by the withdrawal of volunteers from boards of directors and service in other capacities;

(3) the contribution of these programs to their communities is thereby diminished, resulting in fewer and higher cost programs than would be obtainable if volunteers were participating;

(4) because Federal funds are expended on useful and cost-effective social service programs, many of which are national in scope, depend heavily on volunteer participation, and represent some of the most successful public-private partnerships, protection of volunteerism through clarification and limitation of the personal liability risks assumed by the volunteer in connection with such participation is an appropriate subject for Federal legislation;

(5) services and goods provided by volunteers and nonprofit organizations would often otherwise be provided by private entities that operate in interstate commerce;

(6) due to high liability costs and unwarranted litigation costs, volunteers and nonprofit organizations face higher costs in purchasing insurance, through interstate insurance markets, to cover their activities; and

(7) clarifying and limiting the liability risk assumed by volunteers is an appropriate subject for Federal legislation because—

(A) of the national scope of the problems created by the legitimate fears of volunteers about frivolous, arbitrary, or capricious lawsuits;

(B) the citizens of the United States depend on, and the Federal Government expends funds on, and provides tax exemptions and other consideration to, numerous social programs that depend on the services of volunteers;

(C) it is in the interest of the Federal Government to encourage the continued operation of volunteer service organizations and contributions of volunteers because the Federal Government lacks the capacity to carry out all of the services provided by such organizations and volunteers; and

(D)(i) liability reform for volunteers, will promote the free flow of goods and services, lessen burdens on interstate commerce and uphold constitutionally protected due process rights; and

(ii) therefore, liability reform is an appropriate use of the powers contained in article 1, section 8, clause 3 of the United States Constitution, and the fourteenth amendment to the United States Constitution.

(b) **PURPOSE.**—The purpose of this Act is to promote the interests of social service program beneficiaries and taxpayers and to sustain the availability of programs, nonprofit organizations, and governmental entities that depend on volunteer contributions by reforming the laws to provide certain protections from liability abuses related to volunteers serving nonprofit organizations and governmental entities.

SEC. 3. PREEMPTION AND ELECTION OF STATE NONAPPLICABILITY. 42 USC 14502.

(a) **PREEMPTION.**—This Act preempts the laws of any State to the extent that such laws are inconsistent with this Act, except that this Act shall not preempt any State law that provides additional protection from liability relating to volunteers or to any category of volunteers in the performance of services for a nonprofit organization or governmental entity.

(b) **ELECTION OF STATE REGARDING NONAPPLICABILITY.**—This Act shall not apply to any civil action in a State court against a volunteer in which all parties are citizens of the State if such State enacts a statute in accordance with State requirements for enacting legislation—

- (1) citing the authority of this subsection;
- (2) declaring the election of such State that this Act shall not apply, as of a date certain, to such civil action in the State; and
- (3) containing no other provisions.

SEC. 4. LIMITATION ON LIABILITY FOR VOLUNTEERS. 42 USC 14503.

(a) **LIABILITY PROTECTION FOR VOLUNTEERS.**—Except as provided in subsections (b) and (d), no volunteer of a nonprofit organization or governmental entity shall be liable for harm caused by an act or omission of the volunteer on behalf of the organization or entity if—

- (1) the volunteer was acting within the scope of the volunteer's responsibilities in the nonprofit organization or governmental entity at the time of the act or omission;
- (2) if appropriate or required, the volunteer was properly licensed, certified, or authorized by the appropriate authorities for the activities or practice in the State in which the harm occurred, where the activities were or practice was undertaken

within the scope of the volunteer's responsibilities in the nonprofit organization or governmental entity;

(3) the harm was not caused by willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed by the volunteer; and

(4) the harm was not caused by the volunteer operating a motor vehicle, vessel, aircraft, or other vehicle for which the State requires the operator or the owner of the vehicle, craft, or vessel to—

(A) possess an operator's license; or

(B) maintain insurance.

(b) CONCERNING RESPONSIBILITY OF VOLUNTEERS TO ORGANIZATIONS AND ENTITIES.—Nothing in this section shall be construed to affect any civil action brought by any nonprofit organization or any governmental entity against any volunteer of such organization or entity.

(c) NO EFFECT ON LIABILITY OF ORGANIZATION OR ENTITY.—Nothing in this section shall be construed to affect the liability of any nonprofit organization or governmental entity with respect to harm caused to any person.

(d) EXCEPTIONS TO VOLUNTEER LIABILITY PROTECTION.—If the laws of a State limit volunteer liability subject to one or more of the following conditions, such conditions shall not be construed as inconsistent with this section:

(1) A State law that requires a nonprofit organization or governmental entity to adhere to risk management procedures, including mandatory training of volunteers.

(2) A State law that makes the organization or entity liable for the acts or omissions of its volunteers to the same extent as an employer is liable for the acts or omissions of its employees.

(3) A State law that makes a limitation of liability inapplicable if the civil action was brought by an officer of a State or local government pursuant to State or local law.

(4) A State law that makes a limitation of liability applicable only if the nonprofit organization or governmental entity provides a financially secure source of recovery for individuals who suffer harm as a result of actions taken by a volunteer on behalf of the organization or entity. A financially secure source of recovery may be an insurance policy within specified limits, comparable coverage from a risk pooling mechanism, equivalent assets, or alternative arrangements that satisfy the State that the organization or entity will be able to pay for losses up to a specified amount. Separate standards for different types of liability exposure may be specified.

(e) LIMITATION ON PUNITIVE DAMAGES BASED ON THE ACTIONS OF VOLUNTEERS.—

(1) GENERAL RULE.—Punitive damages may not be awarded against a volunteer in an action brought for harm based on the action of a volunteer acting within the scope of the volunteer's responsibilities to a nonprofit organization or governmental entity unless the claimant establishes by clear and convincing evidence that the harm was proximately caused by an action of such volunteer which constitutes willful or criminal misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed.

(2) CONSTRUCTION.—Paragraph (1) does not create a cause of action for punitive damages and does not preempt or supersede any Federal or State law to the extent that such law would further limit the award of punitive damages.

(f) EXCEPTIONS TO LIMITATIONS ON LIABILITY.—

(1) IN GENERAL.—The limitations on the liability of a volunteer under this Act shall not apply to any misconduct that—

(A) constitutes a crime of violence (as that term is defined in section 16 of title 18, United States Code) or act of international terrorism (as that term is defined in section 2331 of title 18) for which the defendant has been convicted in any court;

(B) constitutes a hate crime (as that term is used in the Hate Crime Statistics Act (28 U.S.C. 534 note));

(C) involves a sexual offense, as defined by applicable State law, for which the defendant has been convicted in any court;

(D) involves misconduct for which the defendant has been found to have violated a Federal or State civil rights law; or

(E) where the defendant was under the influence (as determined pursuant to applicable State law) of intoxicating alcohol or any drug at the time of the misconduct.

(2) RULE OF CONSTRUCTION.—Nothing in this subsection shall be construed to effect subsection (a)(3) or (e).

SEC. 5. LIABILITY FOR NONECONOMIC LOSS.

42 USC 14504.

(a) GENERAL RULE.—In any civil action against a volunteer, based on an action of a volunteer acting within the scope of the volunteer's responsibilities to a nonprofit organization or governmental entity, the liability of the volunteer for noneconomic loss shall be determined in accordance with subsection (b).

(b) AMOUNT OF LIABILITY.—

(1) IN GENERAL.—Each defendant who is a volunteer, shall be liable only for the amount of noneconomic loss allocated to that defendant in direct proportion to the percentage of responsibility of that defendant (determined in accordance with paragraph (2)) for the harm to the claimant with respect to which that defendant is liable. The court shall render a separate judgment against each defendant in an amount determined pursuant to the preceding sentence.

(2) PERCENTAGE OF RESPONSIBILITY.—For purposes of determining the amount of noneconomic loss allocated to a defendant who is a volunteer under this section, the trier of fact shall determine the percentage of responsibility of that defendant for the claimant's harm.

SEC. 6. DEFINITIONS.

42 USC 14505.

For purposes of this Act:

(1) ECONOMIC LOSS.—The term "economic loss" means any pecuniary loss resulting from harm (including the loss of earnings or other benefits related to employment, medical expense loss, replacement services loss, loss due to death, burial costs, and loss of business or employment opportunities) to the extent recovery for such loss is allowed under applicable State law.

(2) HARM.—The term "harm" includes physical, nonphysical, economic, and noneconomic losses.

(3) **NONECONOMIC LOSSES.**—The term “noneconomic losses” means losses for physical and emotional pain, suffering, inconvenience, physical impairment, mental anguish, disfigurement, loss of enjoyment of life, loss of society and companionship, loss of consortium (other than loss of domestic service), hedonic damages, injury to reputation and all other nonpecuniary losses of any kind or nature.

(4) **NONPROFIT ORGANIZATION.**—The term “nonprofit organization” means—

(A) any organization which is described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from tax under section 501(a) of such Code and which does not practice any action which constitutes a hate crime referred to in subsection (b)(1) of the first section of the Hate Crime Statistics Act (28 U.S.C. 534 note); or

(B) any not-for-profit organization which is organized and conducted for public benefit and operated primarily for charitable, civic, educational, religious, welfare, or health purposes and which does not practice any action which constitutes a hate crime referred to in subsection (b)(1) of the first section of the Hate Crime Statistics Act (28 U.S.C. 534 note).

(5) **STATE.**—The term “State” means each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, any other territory or possession of the United States, or any political subdivision of any such State, territory, or possession.

(6) **VOLUNTEER.**—The term “volunteer” means an individual performing services for a nonprofit organization or a governmental entity who does not receive—

(A) compensation (other than reasonable reimbursement or allowance for expenses actually incurred); or

(B) any other thing of value in lieu of compensation, in excess of \$500 per year, and such term includes a volunteer serving as a director, officer, trustee, or direct service volunteer.

SEC. 7. EFFECTIVE DATE.

(a) **IN GENERAL.**—This Act shall take effect 90 days after the date of enactment of this Act.

(b) **APPLICATION.**—This Act applies to any claim for harm caused by an act or omission of a volunteer where that claim is filed on or after the effective date of this Act but only if the harm that is the subject of the claim or the conduct that caused such harm occurred after such effective date.

Approved June 18, 1997.

LEGISLATIVE HISTORY—S. 543 (H.R. 911):

HOUSE REPORTS: No. 105-101, Pt. 1 (Comm. on the Judiciary) accompanying H.R. 911.

CONGRESSIONAL RECORD, Vol. 143 (1997):

May 1, considered and passed Senate.

May 21, considered and passed House, amended, in lieu of H.R. 911. Senate concurred in House amendment.

