



REMOTE ECOLOGIST

VOLUNTEER AGREEMENT AND ACKNOWLEDGEMENT OF VOLUNTEER STATUS

Version: 26 July 2022

I, _____ (print full name)
("Volunteer"), hereby acknowledge that without any solicitation or promise of benefit from Remote Ecologist (the "Organization"), I expressed an interest in volunteering my time to Remote Ecologist in order to help sustain the charitable and public service objectives of the Organization.

In order to avoid any confusion over my status as a volunteer for the Organization, I acknowledge and agree to the following:

1. That the Organization has made no express or implied promise of compensation or benefit of any kind whatsoever for the time I spend volunteering for the Organization.
2. That I will neither seek nor accept compensation or benefit of any kind whatsoever for the time I spend volunteering for the Organization.
3. That I am free to volunteer as little or as much time as I choose and will notify the Organization of my availability to provide volunteer services.
4. That if I elect to cease volunteering, my decision will have no affect on my employment with Remote Ecologist now or in the future, it being expressly understood that my volunteer service is completely independent of any employment with the Organization.
5. That Remote Ecologist has accepted my offer to volunteer my services based on the statements set forth in this Acknowledgement.
6. That Volunteer agrees to follow the supervision and direction of any personnel, employee, or volunteer, to whom volunteer has been assigned to perform services, and to participate in any training required by the Organization in order to perform the voluntary services.
7. Volunteer agrees that he/she/they will not be considered to be an employee of the Organization, for any purposes other than tort claims and injury compensation, while performing the above described voluntary services.
8. Volunteer further understands that if volunteer is responsible for injuries to third parties or damages to their property while acting outside the scope of assigned volunteer duties, that said volunteer may be held personally liable for any monetary damages a court may award to the injured party.
9. It is further understood and agreed to by Volunteer that the services rendered to the Organization shall apply only in the case of liability arising out of the ordinary negligence that occurs during the scope of the Volunteer's services agreed to herein, and that in no way do any of these provisions apply for the benefit of Volunteer, his/her/their heirs, executors or administrators in any action arising out of gross negligence, willful misconduct, or any other conduct on the part of said volunteer, which cause or may give rise to criminal liability.

10. Volunteer further agrees that volunteer will fully cooperate with the Organization and its agents in any investigation, lawsuit, arbitration, or any other legal or quasi- legal proceedings that arise from the matters covered by this agreement. Volunteer further agrees to notify the Organization immediately of any incident that occurs or may occur within the knowledge of the Volunteer, which gives rise to liability on the part of the Volunteer of the Organization.

11. IN CASE OF EMERGENCY, please contact:

_____, Relationship: _____
Telephone number _____, Email: _____

Risks Associated with Volunteering

Volunteering for the Organization has risks. These risks may arise in a variety of ways. They include, without limitation: my lifting heavy objects or otherwise exerting myself, handling glass and biological/chemical materials, using hot or sharp objects or other tools, being exposed to dust, loud noises, sun/weather, and interacting with and being in the presence of other volunteers, visitors and other people. I understand that these risks include risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others at or near Organization facilities or encountered when traveling for Organization activities offsite. I also understand that even if Organization, I, and other persons present at Organization facilities follow all health and safety protocols, I may still be exposed to COVID-19 or other infectious diseases.

Awareness and Assumption of Risk

I understand the information above, and confirm and acknowledge that these are risks associated with volunteering. With such information and awareness, and with the recognition that other factors may create additional such risks, I knowingly, freely, and voluntarily: (a) sign up to volunteer for the Organization; (b) engage in volunteer activities; and (c) assume and accept the risks of all injury, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, and whether incurred at Organization facilities or elsewhere, that may result, directly or indirectly, from my presence at Organization facilities or participation as an Organization volunteer, regardless of the cause.

Waiver and Release of Claims

I waive and release Organization and its directors, officers, agents, employees, volunteers, and affiliates (collectively, "Organization Parties") from any and all liability, claims, costs, and expenses of any kind and of whatever nature which I or my heirs, next of kin, or legal representatives may have or which may later accrue, caused by or arising directly or indirectly from my presence at Organization facilities or participation in Organization activities. This release and waiver includes, in each such case, all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active. I will not sue any of the Organization Parties on the basis of these waived and released claims. I waive the protections of Section 1542 of the California Civil Code.

Disclosure of Medical Conditions

I understand that I am solely responsible for knowing my own physical condition and making my own decision about volunteering. I have disclosed all medications and conditions relevant to my participation to my supervisor or other staff at the Organization, including chronic conditions such as asthma, allergies, seizures, or diabetes. I understand that the Organization needs such information because some medication side effects or medical conditions could affect my safety or that of others at Organization. I consent to the Organization sharing this information with health professionals or first responders should I become ill or injured while at Organization facilities.

Medical Care Consent and Waiver

I authorize the Organization to provide me with first aid and to arrange medical assistance, transportation, and emergency medical services for me if I get hurt while volunteering. I understand that the Organization is not obligated to provide this care. I also understand that I am solely responsible for any costs related to my medical treatment and transport, and that the Organization does not provide health, medical, disability, or other insurance coverage for me.

Confidentiality

I may have access to the Organization's confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as the Organization expressly authorizes.

Background Check

I understand that as a Volunteer, I am subject to an annual background check by the Organization, for which I will provide permission in a separate form, as appropriate by state.

Assignment of Work Product

I grant full rights to the Organization in any reports, brochures, website content, photos, images, videos, or other materials or works I may create in the course of volunteer activities, and any intellectual property rights in or derivatives of such materials.

Use by Organization of My Name and Image

I understand that the Organization may take photos or videos of me. I consent to use by the Organization of my image, voice, name, and story, and of images of any works I may create as a Volunteer (collectively, "Materials"), in Organization's digital and print promotional, fundraising, educational, and other communications. Organization may use the Materials without obtaining my approval or paying me for such use. I grant Organization all copyrights in and waive any legal claims relating to the Materials, including those relating to copyright, rights of publicity or privacy, or defamation, or arising from any distortion, blurring, or alteration that may occur in the making, editing, or use of the Materials.

My initialing this box means that I do **not** wish to agree to this consent of my Name and Image:

General Provisions

I understand that this Agreement will be binding for so long as I am a volunteer at the Organization. This Agreement will run in favor of, and may be enforced by, each of the Organization Parties, and will bind my heirs, next of kin, and legal representatives. This Agreement will be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the other terms remain effective. This Agreement will be governed by Connecticut law.

_____ I affirm that I am of legal age and able to sign on my own behalf and am freely signing this Agreement. **I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights** and remedies that may be available to me and to other persons.

_____ I affirm that I am the parent or legal guardian of the participant and am freely signing this document on their behalf. I certify that I have the authority to sign on behalf of the participant and to make decisions for the participant regarding volunteering. I also waive and release Organization Parties from any and all liability, claims, costs, and damages of any kind which I may have resulting or arising directly or indirectly from the participant's participation in volunteering. **I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights** and remedies that may be available to the participant, to me, and to other persons.

Signature of Volunteer

Date

Name of Authorized Remote Ecologist Representative

Title

Signature of Authorized Remote Ecologist Representative

Date