

Volunteer Release and Confidential Information Agreement

Thank you for volunteering with ECOSLO (Environmental Center of San Luis Obispo). We are delighted by your desire to join our efforts to ensure that our environment is protected and preserved.

In consideration of the opportunity afforded me to participate as a volunteer for ECOSLO, I agree as follows:

- 1. Voluntary Participation.** I acknowledge that I have voluntarily applied to be a volunteer for ECOSLO. I understand that as a volunteer, I am not considered an employee, I will not be paid for my services, and that I will not be covered by or eligible for any ECOSLO insurance, health care, worker's compensation, or other benefits. I understand that my participation with ECOSLO may be terminated at any time by ECOSLO or by me.
- 2. Volunteer Policy.** I acknowledge that I have been offered to receive a copy of the ECOSLO Volunteer Handbook. I understand that I am responsible for knowing and complying with the policies set forth in the Volunteer Handbook during my association with ECOSLO.
- 3. Confidential Information.** I understand that during my participation as a volunteer for ECOSLO, I may have access to sensitive or confidential information. I understand that taking notes, copying records, or removing records is specifically prohibited. At all times during and after my participation, I will hold in confidence and will not disclose or use any such confidential information regarding other volunteers, employees, donors, and those whom we serve, except as may be expressly required by my duties as a volunteer for ECOSLO, or as expressly authorized in writing by the Executive Director of ECOSLO.
- 4. Assumption of Risk.** I am aware that, in participating as a volunteer, I may be exposed to personal injury or death or damage to my property or equipment as a result of my activities, the activities of ECOSLO, employees, other volunteers, the materials or equipment used, or the conditions under which my volunteer services are performed. I understand that my own safety is my own personal responsibility, and that I am free at any time to refuse, and should refuse, to do anything with ECOSLO that I believe poses a hazard to me or anyone else, or to my property or anyone else's. With knowledge of these risks, I agree to accept any and all risks of personal injury or death or damage to my property, and hereby expressly indemnify and hold ECOSLO harmless from any damage thereto.
- 5. Release of Liability.** I agree that I, my successors, assignees, heirs, insurers, agents, guardians, and legal representatives waive and release any rights, actions, or causes of action against ECOSLO, its officers, directors, and employees, the suppliers of any materials used, and any of ECOSLO volunteers, or recipients of ECOSLO, (collectively, the "released Parties") for injury, death, loss of use, damages arising out of or resulting from the acts or omissions of any person or entity or my activities as a volunteer. This includes, without limitation, negligence of any of the Released Parties, whether active or passive, sole or comparative, or other negligence, however caused, arising from or relating to ECOSLO or my participation with ECOSLO in any way. I understand that ECOSLO would not allow me to participate as a volunteer without my agreeing to this waiver and release and the other terms of this agreement.
- 6. Medical Release.** I release and forever discharge the Released Parties from any claim whatsoever arising or that may arise on account of any first aid, treatment, or medical service, including the lack of such or timing of such, rendered in connection with my participation as a volunteer.
- 7. Media Authorization.** I consent to the unrestricted use by ECOSLO, or any person authorized by ECOSLO, in any medium, including the Internet, of any photographs, recordings, interviews, videotapes, film, or similar visual or auditory recordings of me created in connection with my participation as a volunteer.
- 8. My Information.** I understand that ECOSLO will keep confidential and will not disclose or use for its benefit, other than in connection with the programs and services that ECOSLO provides, information that I provide to ECOSLO, except to the extent that such information is required to be disclosed by law.
- 9. Return of Property.** At the end of my participation as a volunteer, or upon ECOSLO's request at any other time, I will deliver to ECOSLO all of ECOSLO's property, equipment, and documents, together with all copies, regardless of whether such property contains confidential information.
- 10. Severability, Survival, and Waiver.** If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. I understand that this agreement will survive the termination of my participation and the assignment of this Agreement by ECOSLO to any successor or other assignee and will be binding upon my heirs and legal representatives.