

Central Union Mission

65 Massachusetts Avenue, NW, Washington, DC 20001-202.745.7118

VOLUNTEER AGREEMENT AND RELEASE

This Volunteer Agreement and Release (this "Agreement") is made and entered into by and between Central Union Mission (the "Mission") and the volunteer identified on the signature lines below ("Volunteer").

- 1. Voluntary Participation. Volunteer acknowledges that Volunteer is volunteering to assist the Mission in the volunteer activities described below. Volunteer understands that as a volunteer, Volunteer will not be paid for any services provided by Volunteer to the Mission, that Volunteer will not be covered by any medical or other insurance coverage provided by the Mission, and that Volunteer will not be eligible for any Worker's Compensation benefits in connection with Volunteer's services. During volunteer service, all volunteers, and their guardians or chaperones must wear volunteer wristbands provided by the Mission.
- 2. Release. In consideration of the opportunity afforded Volunteer to assist the Mission, Volunteer hereby agrees that Volunteer or its assignees, heirs, guardians, and legal representatives, will not make a claim against the Mission, or any of its affiliated organizations, or either of their officers, directors or employees, for injury or death to Volunteer or damage to Volunteer's property, however caused, arising from Volunteer's volunteer participation. This provision applies to all minors under age 18 who are listed below.
- 3. Age Limitations. Volunteer understands that according to organization policy, no children under the age of 12 years old are permitted to be present in the Mission. Furthermore, any child/children (of the age of 17 years or younger) coming to the Mission must be accompanied by his or her parent or his or her parent's designated chaperone. The parent, or said designated chaperone, must supervise respective child/children at all times, and remains responsible for activities of said child/children. Please note, the Mission serves a wide variety of program participants. Some of them have been convicted of serious crimes including theft, assault, drug use, child sexual abuse, child pornography, homicide, rape, solicitation, arson, kidnapping, embezzlement, and other crimes. We operate under a policy of being clean, safe, and polite, but please be aware of your surroundings and interactions while on our premises.
- 4. Video and Photo Waiver. Volunteer hereby grants the Mission and its legal representatives and assigns permission to copyright, sell, publish, and/or use in any form or forum, at any time, and without compensation, video images, words and descriptions, and photographs of me or in which Volunteer is included, in whole or in part, for advertising, trade, or any other lawful purpose whatsoever associated with the Mission. In addition, Volunteer hereby grants the right to include Volunteer's name and association with the Mission, for the purpose of publishing Volunteer's video images, words and descriptions and photographs. Volunteer gives consent to be filmed, written or photographed, and Volunteer hereby waives any right to inspect or approve the finished product, products of advertising, or printed matter that may be used in connection with any such picture and information or the use to which the video, words and descriptions and information may be applied. Volunteer hereby releases, discharges, and agrees to hold harmless the Mission from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form as well as any publication of a photograph of Volunteer.
- 5. Confidentiality Obligations. As part of the volunteer activities, Volunteer understands that Volunteer may be provided with certain confidential information of the Mission. The confidential information to be disclosed by the Mission (defined as "Confidential Information") may be in written or oral form and may include, without limitation, information relating to the Mission's proprietary ideas, copyrights and/or trade secrets, existing and/or contemplated products and services, financial data, client information, marketing, and current or future business plans. Such information shall be treated as Confidential Information regardless of whether such information is marked "confidential." Volunteer agrees to use the Confidential Information only for the purpose of carrying out

volunteer responsibilities assigned by the Mission. Without the Mission's prior written consent, Volunteer agrees not to disclose Confidential Information to any third party, and, if Volunteer is an organization, Volunteer agrees not to disclose Confidential Information within its own organization to its directors, officers, partners, members and/or employees. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Volunteer any rights, license or authority in or to the Confidential Information, except the limited right to use Confidential Information as specified herein. No license or conveyance of any intellectual property rights is granted or implied by this Agreement. If Volunteer breaches (or threaten to breach) these confidentiality provisions, then Volunteer and the Mission agree that the Mission shall have no adequate remedy at law for money damages and accordingly shall be entitled to specific performance of this Agreement in addition to any other remedy to which the Mission may be entitled, at law or in equity.

Governing Law. This Agreement shall be governed by the laws of the District of Columbia, and any dispute under this Agreement shall be settled in a state or federal court of competent jurisdiction in the District of Columbia.

By checking the "I Agree" box on the Volunteer Application form, Volunteer warrants that Volunteer is 18 years or older and that Volunteer has every right to contract in Volunteer's own name in the above regard. If Volunteer is under 18 years of age, a parent or guardian, by signing below where indicated, hereby certifies that they have every right to contract on Volunteer's behalf.