

VOLUNTEER AGREEMENT AND RELEASE

I, the undersigned, volunteer my time and services to assist the NEW JERSEY CONSORTIUM FOR IMMIGRANT CHILDREN, INC. (“**NJCIC**”), a not-for-profit corporation, because of my support for NJCIC and desire to actively participate in the furtherance of NJCIC’s charitable mission. In exchange for being allowed to participate as a volunteer, I agree to the following:

1. Volunteer Acknowledgment. I agree to serve as an unpaid volunteer for NJCIC from time to time. I understand and agree that: (a) I am not an employee of NJCIC; (b) I will not be paid for my participation as a volunteer; and (c) I am not covered by or eligible for any NJCIC insurance, health care, worker’s compensation, or other benefits. I understand that NJCIC may terminate my volunteer status, at any time, for any or no reason and that I may do the same. As a volunteer, I understand that I am not authorized to hold myself out as an employee of NJCIC and cannot say or imply that I have authority to speak on behalf of NJCIC, unless given specific written permission by NJCIC’s Executive Director. I further understand that I will not be reimbursed for any expenses unless such expenses are incurred at the request of NJCIC and are pre-approved for reimbursement by NJCIC’s Executive Director.

2. Policies, Safety Rules, and Legal Requirements. I will comply with NJCIC’s volunteer policies, safety rules, conduct expectations, and other directions. I will also comply with all applicable federal, state, and local laws and regulations. I understand that NJCIC does not tolerate bullying, harassment, threatening behavior, or violence of any kind. I understand that noncompliance with these provisions may result in termination of my volunteer status.

3. Confidentiality and Non-Disclosure. I understand that as a volunteer for NJCIC, I may have access to sensitive or confidential information. I agree to maintain the confidentiality of all information I receive in connection with my volunteering for NJCIC including, but not limited to, all information regarding actual or prospective recipients of NJCIC services such as identity, address, contact information, health and disability information, and financial information as well as information about NJCIC’s business operations, such as organizational structure, employee information, financial information, marketing strategy, donor lists and amounts, current or proposed business transactions and sponsorships, and any proprietary information such as computer software and programming (“**Confidential Information**”). I will not disclose the Confidential Information at any time during or after my volunteer service with NJCIC except to persons authorized by NJCIC to receive the information. I further agree I will not use the Confidential Information for my personal benefit or in any manner adverse to the interests of NJCIC.

4. Intellectual Property and NJCIC Property. I hereby irrevocably assign to NJCIC the entire right, title, and interest in and to any and all ideas, methods, inventions, software, documentation, utilities, tools, devices, improvements, and any and all deliverables or work product, whether or not copyrightable or patentable, originating with, conceived, invented, acquired or developed, either solely or jointly with others, in connection with my volunteer services. As a volunteer, I may be entrusted with NJCIC’s intellectual property including logos and trademarks and may be provided access to an e-mail address to use in support of my volunteer services. I agree that I will not use NJCIC’s intellectual property, business letterhead, or any NJCIC provided e-mail address for personal communications or personal gain.

5. Release and Waiver. I understand that volunteering has its risks. These risks may arise in a variety of ways. They include, without limitation, my lifting heavy objects or otherwise physically exerting myself, interacting with and being in the presence of other NJCIC volunteers, employees, interns, and clients, possible damage to or theft of my property, and potential exposure to infectious disease

(including COVID). With such information and awareness, and with recognition that other factors may create additional risks, I knowingly, freely, and voluntarily waive and release NJCIC and its directors, officers, employees, volunteers and agents (collectively, the “**Released Parties**”) from any and all Claims. “**Claims**” means any and all present and future claims, causes of action, suits, rights or demands whatsoever that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, wrongful death, sums of money, pain and suffering, attorneys’ fees, losses, penalties, emotional harm or any legal claim arising directly or indirectly in connection with my volunteer service wherever, whenever, or however the same may occur whether arising directly or indirectly from any act or omission, whether intentional or unintentional. This releases all Claims including those of which I am not aware and those not mentioned in this Agreement.

6. Photographic Release. I understand and agree that during my volunteer service, I may be photographed and/or videotaped by NJCIC for internal and/or promotional use. I hereby grant and convey to NJCIC all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to NJCIC's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

7. General Provisions. I understand that this Agreement and Release is a binding legal document that will be binding to the fullest extent permitted by law. I affirm that I have been given a reasonable opportunity to review this Agreement and Release. This Agreement and Release will be governed by New Jersey law and I agree that any and all actions arising directly or indirectly out of this Agreement and Release or my volunteer service to NJCIC shall be brought and heard in the state and federal courts of the State of New Jersey and I hereby irrevocably submit to the exclusive jurisdiction of any such courts.

I affirm that I am of legal age (18+ years old) and able to sign on my own behalf and am freely signing this Agreement and Release. I have read this Agreement and Release and fully understand that by signing this Agreement and Release, I am giving up legal rights and remedies that may be available to me and to other persons.

Signature of Volunteer: Kristen Santos

Name of Volunteer (please print): Kristen Santos

Is Volunteer Under Age 18 (check one): ☐ Yes ☒ No

Address: 1302 Newkirk Ave APT 2A, Brooklyn, NY 11230

Email: Kristensxntos@gmail.com

Date: 07/18/2022

[If the volunteer is under 18 years of age, a parent or legal guardian must also sign]

I affirm that I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this Agreement and Release.

Signature of Parent or Legal Guardian: _____

Name of Parent or Legal Guardian (please print): _____

Address: _____

Email: _____

Date: _____