

Thank you for your interest in serving as a volunteer for Shatterproof, A Nonprofit Corporation (“Shatterproof”), an organization focused on providing access to recovery, prevention, and mental health resources for everyone who needs them. This three-page Volunteer Acknowledgment and Release sets forth the responsibilities and expectations for your volunteer service. Please reach out to your designated Shatterproof staff point of contact if you have any questions about any of the terms included herein.

## **Nature of Volunteer Relationship**

I understand that my relationship with Shatterproof is limited to a completely voluntary position and this Acknowledgment and Release does not create an employer-employee relationship between myself and Shatterproof. I understand that I am voluntarily providing services to Shatterproof and will not be compensated for my volunteer services.

## **Confidentiality**

I agree to maintain the confidentiality and privacy standards of Shatterproof and will not disclose, reveal, or use confidential or proprietary information of Shatterproof, its participants, or volunteers without Shatterproof’s express prior written authorization. This includes, but is not limited to, any and all medical and personal health information I may obtain about constituents while volunteering.

## **Code of Conduct**

I understand as a volunteer of Shatterproof, I must always conduct myself in a manner that does not jeopardize Shatterproof’s name, image, or reputation. Shatterproof volunteers must operate in the best interest of Shatterproof, maintain the highest standards of conduct and ethical behavior, and work collaboratively and respectfully with Shatterproof staff, participants, and volunteers at all times.

I agree **NOT** to: (1) authorize the use of the name, emblem, endorsement, services, or property of Shatterproof without prior written consent to do so; (2) take any action that would confer a financial benefit or accept any non-trivial gifts or favors that would confer a benefit to me or an entity which I am affiliated; or (3) publicly utilize any Shatterproof affiliation in connection with the promotion of partisan politics, religious matters, or positions on any issue not in conformity with Shatterproof’s mission.

## **Harassment and Discrimination**

Shatterproof is committed to fostering an inclusive, supportive environment, free from discrimination and harassment. We uphold the principles of inclusion, diversity, equity, and accessibility in all our actions and decisions ensuring everyone feels valued, supported and empowered.

We do not tolerate harassment or discrimination against anyone because of race, religion, creed, national origin, ancestry, sex (including pregnancy), gender (including gender identity, gender expression, and status as a transgender or transsexual individual), sexual orientation, age, marital status, physical, mental, or sensory disability, citizenship, genetic information, military or veteran status, or any other characteristic protected under applicable federal, state, or local law.

## **Weapons Prohibition**

Weapons are strictly prohibited at all Shatterproof events. I agree not to bring a weapon of any kind to the event, including all pre-event and post-event activities.

## **Consent to Emergency Treatment**

I hereby consent to emergency treatment in the event of injury or illness while participating in Shatterproof events, including but not limited to first aid, doctor’s care, hospitalization, transportation to medical facility, and/or any other relevant care.

## **Photo and Video Consent**

I, the undersigned, for myself or as the parent or legal guardian of the below-named minor child or other individual unable to give consent, grant to Shatterproof all right, title, and permission to create, use, edit/alter, copy, publish and display material containing my name, image, voice, words or likeness (“Material”) for any lawful purpose, and in any and all media including digital/internet/print use, without payment or any other consideration or credit to me.

I understand that these materials may be used in various applications that include but are not limited to: print media (newspaper, magazine, brochures), electronic media (video, audio) and online platforms (social media, email, website). Any of these materials may be used in both edited and raw formats in their entirety or in part.

Further, I hereby agree to assign, transfer and convey to Shatterproof a perpetual, irrevocable, transferable, and royalty free license to use and make derivative use of any and all photographs, motion pictures, recordings, or other records of Shatterproof events I may take or capture to Shatterproof for its charitable purposes. I have reviewed the full [consent policy](#) and grant permission for Shatterproof to publish and recognize my participation on its website.

## **Intellectual Property**

I understand that in the course of my volunteer service for Shatterproof, I may produce certain work products, including but not limited to, creations, writings, designs, discoveries or other inventions arising out of my service for Shatterproof (“Work Product”). I hereby assign, transfer and convey to Shatterproof a perpetual, irrevocable, transferable, and royalty-free license to use and make derivative use of any such Work Product for Shatterproof’s charitable purposes.

## **Volunteer Duties**

I understand I will only accept positions I am physically and mentally capable of performing. I agree it is my sole responsibility to obtain the necessary mode of transportation.

If I am unable to perform as agreed, I will advise the staff point of contact immediately.

In the event I witness any activity that will impede safety, I will immediately notify my supervisor to help reduce the likelihood of harm. If I witness any actual or potential illegal, unlawful, unethical conduct or a violation of a Shatterproof policy, I will promptly report such incidents to Shatterproof staff immediately for review.

I understand and agree that Shatterproof reserves the right to refuse or dismiss anyone that may cause a disturbance or hindrance that could jeopardize the safety of others.

## **Volunteers Under 18**

I understand that a parent or legal guardian must sign this Acknowledgment and Release for any volunteer under the age of 18. Minors must be accompanied by a responsible adult during the event. I acknowledge Shatterproof will not supervise or be responsible for minor volunteers.

## **Contagious or Infectious Disease Acknowledgement**

I hereby acknowledge and understand my participation includes the possible exposure to an illness from contagious or infectious diseases. I accept the risk of life-threatening illness, temporary or permanent disability, or even death. I understand Shatterproof cannot guarantee I will not become infected with a contagious or infectious disease, and volunteering at an event may increase my risk of contracting such disease or illness.

Further, I knowingly and voluntarily agree to follow all required and relevant federal, state, local, and Shatterproof guidelines and recommendations to maintain the health and safety of event/program attendees. I will not participate in an event/program if I am sick or if I have knowingly been exposed to someone with symptoms of an infectious or contagious disease.

## **Termination**

I understand that either I or Shatterproof may terminate this volunteer relationship at any time, with or without cause.

## **Jurisdiction**

This Agreement and any claims shall be governed by the laws of, and brought within, the Commonwealth of Massachusetts.

## **Severability**

I agree that if any portion of this Acknowledgment and Release is deemed to be invalid, the remainder of the Acknowledgment and Release will still be binding and enforceable.

## **Liability Release**

I acknowledge that there are risks volunteering in Shatterproof activities, including transportation to and from. On behalf of myself, and any minor child(ren) of mine who are present, I hereby assume the risk of bodily injury (including, without limitation, death) that could occur from attendance at the event or participation as a volunteer. I fully and completely waive, release and hold harmless Shatterproof, its chapters, directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, all state and local governments, assigns, sponsors, their representatives and successors and other persons (collectively, the “Releasees”), from any and

# Volunteer Acknowledgement & Release



all claims, liabilities, damages, and/or causes of action arising out of an injury to me and from any and all claims, liabilities, damages, and/or cause of actions arising from, or relating to my volunteer service. To the extent that applicable statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Shatterproof, its employees and agents.

**Volunteer Name:** \_\_\_\_\_

**Volunteer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*If you have a minor volunteering, please also complete the following:*

**Name of Minor Volunteering:** \_\_\_\_\_

**Parent/Guardian:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_