

## AGAMACon 2018 VOLUNTEER RELEASE OF LIABILITY AGREEMENT

Please read this document in its entirety and sign where indicated.

The purpose of this release, waiver and confidentiality agreement is to protect the safety, well-being, and rights of all volunteers, staff, agents, partners, supporters, clients, and stakeholders of AgamaCon 2017. Everyone who volunteers with AgamaCon is required to sign this agreement prior to beginning service with the organization. Please carefully read and fill-in information where necessary on the following agreement before signing:

I, the volunteer hereby freely and voluntarily, without duress, execute this Agreement under the following terms:

1. **Waiver and Release.** I, the volunteer, release and forever discharge and hold harmless AgamaCon and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my volunteer work at AgamaCon. I, the volunteer understand and acknowledge that this Agreement discharges AgamaCon from any liability or claim I may have against AgamaCon with respect to bodily injury, personal injury, illness, death, or property damage that may result from participation in my provision of volunteer services with AgamaCon.
2. **Insurance.** I, the volunteer, understand that AgamaCon does not assume any responsibility for obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance of any nature in the event of injury, illness, death, or property damage. I expressly waive any such claim for compensation or liability on the part of AgamaCon beyond what may be offered freely by AgamaCon in the event of such injury or medical expenses incurred by me.
3. **Medical Treatment.** I, the volunteer, hereby release and forever discharge AgamaCon from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical service rendered in connection with an emergency during my tenure as a volunteer with AgamaCon.
4. **Assumption of Risk.** I, the volunteer, understand that my tenure as a volunteer with AgamaCon may include activities that may be hazardous to me including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from work sites. Also I, the volunteer, recognize and understand that my tenure as a volunteer with AgamaCon may, in some situations, involve inherently dangerous activities. As the volunteer, I hereby expressly assume the risk of injury or harm in these activities and release AgamaCon from any and all liability for injury, illness, death, or property damage resulting from my tenure as a volunteer with AgamaCon.
5. **Relationship with AgamaCon.** I, the volunteer, do hereby acknowledge that I do not have any employment relationship with AgamaCon and that I do not expect to receive any offer of employment, entitlement, benefits, or compensation for my work as a volunteer with AgamaCon.
6. **At will service.** I, the volunteer, do hereby acknowledge that my service and work provided to AgamaCon is performed of my own free-will and volition. As such, I may be asked, at any time and for any reason, to cease my activities with or without notice.
7. **Individual Responsibility.** I, the volunteer, recognize that it is my personal responsibility to conduct myself within the confines of all applicable federal, state, and local laws during my tenure as a volunteer with AgamaCon. In addition to this, I acknowledge and understand it is my responsibility to be familiar with and to adhere to all relevant AgamaCon policies, procedures, and other relevant documentation including, but not limited to, the AgamaCon By-Laws and Volunteer Handbook. Furthermore, I, the

volunteer, do hereby acknowledge and understand that it is my responsibility to immediately notify a designated agent of AgamaCon (such as a staff member or Volunteer Supervisor) if I am witness to or a participant in any activity during my tenure as a AgamaCon volunteer that may jeopardize the safety and well-being of myself and/or others, as well as the successful operation of AgamaCon, including, but not limited to any illegal or illicit activities, unsafe work procedures and conditions, etc. Also, I, the volunteer, do recognize and understand that my acknowledgement of such instances and activities does not remove from me my responsibility related to such instances and activities as outlined herein.

8. Photographic Release. I, the volunteer, do hereby grant and convey unto AgamaCon all right, title, and interest in any and all photographic images and video or audio recordings made by AgamaCon during my tenure as a volunteer with AgamaCon.
9. Confidentiality. I, the volunteer, do hereby understand and acknowledge that during my tenure as a volunteer with AgamaCon, I may have access to Confidential Information not generally known to the public concerning the business of AgamaCon. I, the volunteer, do hereby agree that during my tenure as a volunteer with AgamaCon and all times thereafter, I will hold AgamaCon Confidential Information in strict confidence, and will not disclose or use such information outside of the scope of my volunteer service with AgamaCon, or without AgamaCon's prior authorization. For purposes of this Agreement, "Confidential Information" includes, but is not limited to, information regarding projects and potential projects, organizational practices, donors and potential donors, methodologies, management philosophy, and information concerning AgamaCon employees and volunteers. I, the volunteer, further agree and understand that I will immediately return all AgamaCon Confidential Information at the end of my tenure as a volunteer, or whenever requested by AgamaCon.
10. Other. I, the volunteer, do hereby expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina in the United States of America, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina. I agree that in the event should any clause or provision of this Agreement be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable.

My signature below indicates my receipt and understanding of this policy. I also verify that I have been provided with an opportunity to ask questions about the policy.

\_\_\_\_\_  
Volunteer Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Volunteer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date