

Commonpoint Queens Volunteer Agreement/Application

This agreement is executed by the “**Volunteer**” and “**Commonpoint Queens**”, a Queens-based not-for-profit. The undersigned desires to volunteer for Commonpoint Queens and it's affiliated on one or more days supporting the mission of Commonpoint Queens of sustaining and enhancing the quality of individual, family and communal life throughout Queens, through services to people of all ages, ability levels, stages of life and backgrounds. The information you provide on this form allows us to ensure the safety of all volunteers, staff, program participants, and clients. Thank you for your interest and we look forward to having you involved at Commonpoint Queens!

The undersigned Volunteer hereby freely, voluntarily, and without duress executes this Agreement under the following terms:

1. DEFINITION OF A VOLUNTEER

A Volunteer is anyone who, without compensation or expectation of compensation beyond expense reimbursement, performs a task at the direction of and on behalf of Commonpoint Queens. A volunteer must be officially accepted and enrolled by the agency prior to the performance of the task. Volunteers are not considered employees of Commonpoint Queens. When a Commonpoint Queens employee volunteers for Commonpoint Queens, they agree that they are acting of their free will in a voluntary capacity and understand that this voluntary service is not compensable.

2. BACKGROUND CHECK AUTHORIZATION/PROOF OF IDENTITY

To the extent permitted by law, I authorize and give consent for Commonpoint Queens and its affiliates to perform a criminal background check, a sex offender registry check, and/or a driver's license check, at the discretion of Commonpoint Queens until I revoke this consent or terminate my volunteering in writing, or until Commonpoint Queens terminates my volunteering in writing. I understand and agree that it is up to the discretion of Commonpoint Queens whether to accept me as a Volunteer and whether and when to terminate my volunteer status. I agree to provide a valid state driver's license (or a valid passport or other photo ID if I do not drive), and two (2) references as part of this application.

3. CONFIDENTIALITY AGREEMENT

I understand that in assuming my responsibilities as a Volunteer for Commonpoint Queens and its affiliates, I may have access to information which is proprietary for Commonpoint Queens and its affiliates and/or personal information about clients of the Agency. In keeping with the professional standards and ethics of Commonpoint Queens Inc., I will consider all such information strictly confidential and will not share, copy, discuss or distribute such confidential information with any unauthorized person inside or outside of the Agency.

4. WAIVER AND HOLD HARMLESS

I agree with the following: I attest that I am physically fit and prepared for any volunteer assignment that I choose to accept. In consideration of my acceptance as a volunteer, I hereby agree to release, indemnify and hold harmless Commonpoint Queens, and its affiliates and sponsors and their officers, directors, employees, representatives, and agents, from and against any and all claims for bodily injury (including death), personal injury, losses, damages, and expenses (including attorneys' fees) that may occur or be incurred during or in connection with my

volunteering, whether arising from the negligence of such persons or entities or otherwise.

5. PRESS/PHOTO RELEASE

I grant full permission for Commonpoint Queens and its affiliates and sponsors to photograph, record, and videotape me in connection with my volunteering activities. I further grant Commonpoint Queens the absolute right to copyright, publish, use, sell or assign any and all photographs, television spots, movie films, videotapes, and sound recordings of me or my likeness without my prior approval or in connection with my volunteer duties.

6. PHOTOGRAPH/VIDEO INTERNET POLICY

It is forbidden to photograph or video record any child under the age of 18 enrolled in a Commonpoint Queens program. Posting photographs or mentioning the name of children under the age of 18 who are enrolled in a Commonpoint Queens Program on the internet is prohibited. Using internet services i.e. Facebook, Instagram, Twitter, etc. to portray Commonpoint Queens and it's affiliated negatively in any manner is prohibited. Any behavior including inappropriate behavior or language, either live or via the internet that would erode a parent's trust, diminish a child's confidence in you, or would coincide with Commonpoint Queens' mission is prohibited.

7. ACCIDENTS/INJURY

In case of accidents that result in injury, regardless of how insignificant the injury may appear, the Volunteer agrees to notify their supervisor and/or the Human Resource Director within twenty-four hours. While Commonpoint Queens appreciates your volunteer service, you serve at your own risk.

7. AGE AND COMPETENCY

The undersigned volunteer attests that the individual is at least eighteen (18) years old and competent to sign this Agreement and the releases herein and that they shall be binding on the individual, their legal representatives, heirs, and assigns. The undersigned volunteer attests that they have read the Agreement and the releases herein and fully understand their contents. Anyone under the age of eighteen (18) years old is required to have consent from a legal guardian. Anyone under the age of sixteen (16) years old is required to be accompanied by a legal guardian.

8. NON-SOLICITATION AGREEMENT

The undersigned Volunteer will not solicit, divert or hire, or attempt to solicit, divert or hire, to the competitive entity, any individual or entity, which was an actual or actively sought prospective client or customer of the company.