



CARING FOR FRIENDS VOLUNTEER AGREEMENT

THIS VOLUNTEER AGREEMENT (the “Agreement”) is entered into and effective as of the Start Date written below (the “Effective Date”) by and between Caring For Friends (“CFF”) and the below named volunteer (the “Volunteer” or “I”) (collectively, the “Parties”) and sets forth certain terms and conditions relating to Volunteer’s position and is binding on Volunteer and CFF.

Volunteer Name:

Start Date:

NON-EMPLOYEE. I am not and shall not be considered or deemed to be an employee or independent contractor of CFF, have no employment relationship with CFF, and have no right or power, express or implied, to do any act or thing that would bind CFF in any way.

NO COMPENSATION OR BENEFITS. CFF does not provide, and I will not receive from CFF, any compensation, remuneration, pay benefits, or insurance coverage of any kind (including but not limited to medical, dental, vision, life, disability or other insurance benefits, worker’s compensation and unemployment insurance coverage or benefits, pension benefits, or vacation, holiday or personal time off benefits).

NO RIGHT TO EMPLOYMENT. I understand and agree that nothing in this Agreement is intended to create, or creates, a contract of any kind or an employment relationship between me and CFF. Nor does it constitute or create a promise of future employment. To the contrary, I understand and acknowledge that I am not an employee of CFF and have no employment relationship with CFF. CFF and I are free to terminate our relationship at any time, for any reason or for no reason at all, with or without prior notice, and with or without cause, and CFF is free to terminate my access to CFF’s premises, operations, functions, events, and employees at any time, for any reason or for no reason at all, with or without prior notice, and with or without cause

BACKGROUND CHECK. I understand that my ability to serve as a volunteer for CFF is conditioned upon successful completion of all legally mandated background checks and give CFF permission to conduct any such background check after I have received a conditional offer to hold a volunteer position at CFF. I understand and agree that I am reviewing and signing this agreement after I have received a conditional offer to serve as a volunteer. I and my assignees, heirs, distributees, guardians, and legal representatives will release, defend, indemnify, keep and hold harmless CFF, its employees, and agents, from all damages, judgments, expenses (including reasonable attorney fees) costs or liabilities in law or equity arising from or in any way related to any background check that CFF performs in advance of entering into this Agreement with me.

RESPONSIBILITIES AND EXPECTATIONS. CFF expects all volunteers to observe high ethical standards and to comply with applicable laws and regulations and all applicable CFF policies and practices in the conduct of their duties. This includes maintaining appropriate relations with clients and ensuring that all contacts with clients are entirely professional. Volunteers are prohibited from, *inter alia*:

1. Acting on behalf of any client as an executor of a will, as an attorney in fact under a power of attorney, or as a health care agent under a living will or health care proxy;
2. Receiving any property under assets, including insurance proceeds, death benefits and pay on death, or joint bank accounts;
3. Receiving any financial or material gain from or on behalf of a client;
4. Becoming involved in family disagreements affecting the client;
5. Lifting or transferring a non weight-bearing client;
6. Assisting or administering any drug or medication to a client;
7. Otherwise violating any applicable law while interacting with clients or while in client's homes or residences.

REQUIRED CONFIDENTIALITY. I understand and agree that I will not divulge any information of a confidential, proprietary or trade secret nature relating to the CFF or to any of its clients, properties, or customers, to anyone other than authorized personnel of CFF, either during my time at CFF or at any time thereafter. During my time with the CFF, I understand and agree that I will not use any confidential information relating to CFF, its clients, or customers, except in the course of my authorized volunteer activities with CFF. Following the termination of my volunteer relationship with CFF, I will not make any use of any confidential or proprietary information relating to CFF, its clients, customers or properties.

ASSUMPTION OF RISK. I understand that all of my time, including time actively providing volunteer services with CFF may include activities that may be hazardous to me. I hereby expressly and specifically assume the risk of injury, harm or death related to these activities and release CFF from all liability for injury, illness, death, or property damage resulting from the activities of my time with CFF as set forth herein.

RELEASE AND INDEMNIFICATION. I understand and agree to assume all risks associated with my activities, services, or duties as a volunteer under this Agreement, including but not limited to, bodily injury, personal injury, illness, death or property damage that may result due to activities, including high risk activities, related to any disaster relief operation. I and my assignees, heirs, distributees, guardians, and legal representatives will release, defend, indemnify, keep and hold harmless CFF, its employees, agents and other volunteers, from all damages, judgments, expenses (including reasonable attorney fees) costs or liabilities in law or equity arising from or in any way related to my activities, services, or duties as a volunteer under this Agreement or for any negligent act or omission by CFF, its officers, directors, employees, and agents, or suffered because of the injury to or the death of any person or persons, or because of damage to property that may arise out of, or as a consequence of, my negligent or intentional acts while engaging in activities, services, or duties as a volunteer under this Agreement. I expressly understand and agree that CFF does not assume any responsibility or obligation to provide financial or other assistance, including, but not limited to medical, health, or disability insurance, in the event of injury, illness, death or property damage.

MEDICAL TREATMENT. I hereby release and forever discharge CFF from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered to me or related to me in connection with an emergency at any time during my volunteer services to CFF.

PHOTOGRAPHIC RELEASE. I grant and convey unto CFF all right, title and interest in any and all photographic images and video or audio recordings made by CFF during my activities and services as a volunteer for CFF, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

OTHER CFF POLICIES. I acknowledge that it is important that I be aware of and comply with the following CFF policies, even though I am not an CFF employee. These policies are hereby incorporated by reference into the Agreement:

- Equal Employment Opportunity Policy
- Anti-Harassment Policy
- Anti-Retaliation Policy
- Automobile Insurance Policy
- Background Check Policy

AMENDMENT. This Agreement may be modified or amended only by the written consent of the Parties or their authorized representatives.

WAIVER. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this Agreement.

GOVERNING LAW. All disputes arising out of or relating to this Agreement shall be governed by and be construed in accordance with the laws of the State of Pennsylvania without giving effect to the principles of conflicts or choice of laws, regardless of the place of execution or performance of this Agreement.

SEVERABILITY. This Agreement will be binding to the fullest extent permitted by law, and will be binding upon CFF and me and each of my heirs, successors and assigns. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

ENTIRE AGREEMENT AND COUNTERPARTS. This Agreement, together with the additional CFF policies referenced herein, constitutes the complete understanding of the Parties, and supersedes any and all agreements, understandings, and discussions, whether written or oral, with respect to my activities as a volunteer for CFF. No other term or condition may be added, and no changes to this Agreement be made, without the express written agreement of the CFF. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A photocopy or facsimile transmission of this Agreement will be deemed an original.

IN WITNESS WHEREOF, Volunteer and CFF have executed this agreement as of the Effective Date.

Volunteer:

For CFF:

By: _____

By: _____

Name: _____

Name: _____

Title: _____