NEIGHBOR BRIGADE, INC. (“NEIGHBOR BRIGADE”)

Each volunteer or other participant in Neighbor Brigade activities must complete and sign this Participant Agreement and Liability Release (the “Agreement”).  Please read this Agreement carefully before signing. I understand that I am legally bound to this Agreement by submitting my application online and participating as a Neighbor Brigade volunteer.

I understand that I must be at least 14 years of age to be a volunteer with Neighbor Brigade. I represent that I am at least 18 years of age or over, and that if not, the endorsement set forth below is signed by my parent or guardian.

I acknowledge and agree that I am not an employee of Neighbor Brigade and am not entitled to any monetary compensation or any other form of remuneration or benefits from Neighbor Brigade. I understand I am engaging in Neighbor Brigade volunteer activities at my own risk.  As between myself and Neighbor Brigade, I knowingly and freely assume all risk and full responsibility for my participation with Neighbor Brigade activities, including any damage to my personal property and/or any personal injury I may sustain during my participation.

On behalf of myself and my heirs, I hereby hold harmless Neighbor Brigade and its affiliates, partners, agents, officers, directors, employees, service providers, sponsors, volunteers, successors and assigns (collectively the “Indemnitees”) from and against any and all claims, losses, actions, liabilities and costs (“Claims”) arising from my participation in any Neighbor Brigade  activities, including if through the course of my participation, I act in a negligent manner or otherwise engage in any reckless or illegal act, or take any other action that violates Neighbor Brigade’s policies, instructions or guidelines. To the extent permitted by law, I hereby waive any Claim I may have, known or unknown, against the Indemnitees resulting from my participation with Neighbor Brigade, whether or not arising from the negligence of Indemnitees.

I acknowledge that I have a limited right to use the trade name and service mark “Neighbor Brigade,” slogan “Help is Next Door,” Neighbor Brigade logo, and any other Neighbor Brigade marks (the “Licensed Marks”) and other materials provided by Neighbor Brigade .  I agree to use such Licensed Marks and materials only in connection with my participation as a volunteer and in accordance with the Neighbor Brigade Terms and Conditions, as well as any other instructions or guidelines that may be provided to me by Neighbor Brigade, including via its website, from time to time. I hereby assign and convey to Neighbor Brigade all right, title and interest in any and all materials that I may create, or contribute to, that relate to Neighbor Brigade, including photographic images or video or audio recordings made about Neighbor Brigade and any royalties, proceeds or other benefits derived from such photographs or recordings.

I agree to perform all volunteer activities, including those that involve use of the Licensed Marks, in accordance with the highest standards of quality and care.  In the course of participating in Neighbor Brigade activities, I will not act in any manner that would be detrimental to Neighbor Brigade and I will avoid any actions that might impair the reputation of Neighbor Brigade. At all times, I will comply with all applicable laws, regulations and legal standards and any policies, instructions or guidelines provided by Neighbor Brigade.

If I will be driving any vehicle in connection with Neighbor Brigade activities, I agree to: (i) maintain, and upon request provide evidence of, my current status as a licensed driver in good standing; (ii) adhere to all instructions and directions provided to me by Neighbor Brigade;  (iii) promptly notify Neighbor Brigade of any physical conditions, vehicle defects, or road conditions that might affect my safety or the safety of others; (iv) if involved in an accident, complete an accident report and cooperate with the authorities and Neighbor Brigade; and (v) if my vehicle is used for Neighbor Brigade activities, maintain current and adequate insurance coverage. I understand that the limits and coverages provided by my personal automobile insurance are applicable to any accidents or incidents that involve my vehicle, including those that occur while I am serving as a volunteer driver.

I understand that I may become privy to confidential information about Neighbor Brigade or the individuals it serves. I agree to maintain the confidentiality of any confidential information I receive, including but not limited to information marked “confidential,” as well as any information about Neighbor Brigade’s internal procedures, business operations, existing or prospective donor information, proprietary business information, personnel information and the like that is not otherwise publicly disclosed by Neighbor Brigade.  I will not use or disclose the confidential information, except as required to perform my volunteer activities, and will not discuss the personal circumstances of those receiving services from Neighbor Brigade outside the organization.

I further understand that Neighbor Brigade does not provide healthcare services, but may from time to time receive information regarding service recipients that is similar to “protected health information” under the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”). With respect to service recipients, I agree to keep information regarding personal emergencies, medical conditions, or other individual details confidential, except to the extent disclosure is necessary to perform my duties as a volunteer.

I agree to discontinue my participation in Neighbor Brigade activities if I am requested to do so. I further understand that Neighbor Brigade reserves the right to decline this volunteer application for any reason, other than one inconsistent with its Anti-Discrimination Statement. I further understand that my status as a volunteer with Neighbor Brigade will be at-will, and may be terminated with or without notice under state law at any time.

I hereby authorize Neighbor Brigade to check my personal references and otherwise conduct a background investigation, including a CORI background check or equivalent background check by an outside organization if required by Neighbor Brigade policy,  as may be deemed necessary to determine my eligibility for participation as a volunteer. I understand I may need to provide additional documentation or personal information as part of the background check process. I hereby represent that I have never been convicted of any criminal offense in any jurisdiction and have no criminal charges pending against me.

I further agree to accept the supervision of the appropriate individual(s) at my assigned volunteer placement and to discontinue my participation in Neighbor Brigade activities if I am requested to do so.

It is the policy of Neighbor Brigade to ensure equal opportunities to all volunteer applicants without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, genetic information, or any other characteristic protected under the laws of the United States. I agree to adhere to these policies when serving as a Neighbor Brigade volunteer.

I understand that Neighbor Brigade is a not-for-profit organization. I understand that this is a volunteer position, and that, as a result, I will receive no remuneration or benefits in exchange for my services. I understand further that I will not be reimbursed for expenses or costs incurred in performing activities as a volunteer, unless specifically authorized in the Neighbor Brigade Volunteer Handbook or in advance by Neighbor Brigade’s management.

I further understand that Neighbor Brigade reserves the right to decline this volunteer application for any reason, other than one inconsistent with its Anti-Discrimination Statement. I further understand that my status as a volunteer with Neighbor Brigade will be at-will, and may be terminated with or without notice under state law at any time.

*I certify that all answers and statements made on this application are true and complete to the best of my knowledge. I understand that, should this application contain any false or misleading information, my application may be rejected and my role as a volunteer with Neighbor Brigade may be terminated.*

*I understand policies and agreements may be added, adjusted or amended to this Agreement at any time without my knowledge.*

This Agreement is governed by the laws of my state.  I have read this Agreement, fully understand its terms, and sign it freely and voluntarily with the knowledge that I have given up certain of my rights by submitting my application thereby signing this Agreement.