

**VOLUNTEER AGREEMENT**

*(to be filled out at the start of the engagement)*

The Nature Conservancy (“TNC”) hopes you have an invaluable experience as a TNC Volunteer. Not only will you accomplish fulfilling work, but you will also further our mission to conserve the lands and waters on which all life depends. Welcome and thank you!

Please take a moment and fully review, fill out, and sign this Volunteer Agreement (“Agreement”) between TNC and the Volunteer named below (if a minor or the subject of a guardianship, acting through and/or with the consent of a parent or legal guardian named below) (“I” or “You”).

1. **VOLUNTEER SERVICES:** I agree to participate in certain volunteer activities in support of TNC’s mission as needed and as appropriate to my skill level and comfort, including, without limitation, virtual/remote work and/or indoor office work and/or outdoor stewardship/conservation work in the community or on properties either owned by TNC or by other persons or entities cooperating with TNC in its conservation efforts (“Activities”).
2. **NO COMPENSATION OR BENEFITS:** This Agreement and my work for TNC does not imply an offer and/or contract of employment, nor shall this engagement be construed as a guarantee of future employment with TNC. I understand I may stop volunteering at any time and for any reason. TNC also may limit or end our work together at any time and for any reason. I also understand I am a volunteer and will not receive compensation or be eligible for TNC employee benefits like health, travel, workers’ compensation, and/or unemployment or other insurance. I also acknowledge I am not dependent on TNC for financial support. However, TNC will reimburse me for any expense I incur, provided that express prior written approval has been obtained and that any reimbursable expenses must be reasonable in amount, related to and in furtherance of my volunteer service, and substantiated by proper and adequate documentation and receipts.
3. **POLICIES, PROCEDURES AND CODE OF CONDUCT:** I understand I am expected to comply with all applicable laws and TNC’s policies, procedures, and [TNC Code of Conduct](#), as well as perform my volunteer activities at all times in accordance with the highest legal, ethical, and professional standards and the directions of my volunteer crew leader or designated TNC staff supervising the activity. TNC is committed to providing an environment for employees and volunteers that is free of harassment and other improper conduct, and as such, I agree to treat all TNC employees and partners with dignity and respect. TNC may also provide me with other specific Policies and Procedures that will apply to my Activities, which I agree to read and with which I agree to comply.
4. **ASSUMPTION OF RISK:** With regard to my travel to and presence on TNC property and the Activities I will be providing, I understand and agree to each of the following:
  - a. My activities as a volunteer may involve sustained strenuous physical activity and entail a risk of injury or death. There is a possibility of injury from vehicle accident, use of power and hand tools and other equipment, use of chemicals, falling or tripping on uneven, steep or unstable terrain, tick and other insect bites (Lyme’s disease), heat stress and heat stroke, wild animals, slippery rocks and soils, vehicular accidents, steep cliffs, cactus spines, non-potable water, mold, yellow jackets, bees, mice and other rodents carrying Hantavirus Pulmonary Syndrome and other diseases, harsh and quickly changing weather conditions, risks of landslides or other earth movement, poison oak, stinging nettles, ticks, falling branches, unimproved roads, and other rugged land, air, as well as use of chainsaws. Accidents or injuries may occur in locations or under circumstances where medical attention is not readily available. I assume the full risk of any injuries, property damage, or loss that I may sustain or that I may cause to others as a result my participation in any and all activities connected with or associated with volunteering for TNC.
  - b. I understand that I may need to use equipment and that there are risks associated with the use of the equipment. I will not undertake the use of any equipment during the volunteer service unless and until I become familiar with

and understand the proper and safe use of the equipment (including vehicles) and have received instructions and training for use of the equipment. I will follow all instructions by TNC regarding safety and use of all equipment. I agree to take proper precautions in using the equipment to minimize the risks to myself and others in accordance with the directions of TNC and any applicable laws and regulations.

- c. I understand that there are health risks associated with use of chemicals. I will not use chemicals unless and until I have received the relevant Material Safety Data Sheets, instructions for use of the chemicals, and/or relevant training in safe use. I agree to take proper precautions in using chemicals to minimize the health risks to myself and others. Following application, I will store or dispose of any remaining chemicals in accordance with the directions of TNC and any applicable laws and regulations.
  - d. Safety is my own personal responsibility and that I am free at any time to refuse, and should refuse, to do any activity I feel I am physically unable to do or poses a hazard to me or anyone else, or to my property or anyone else's property.
  - e. I will not perform any activities for which I lack the necessary training, full qualification, equipment, and preparation.
  - f. In the event of an emergency, I authorize TNC to secure from a licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care. I agree that I, and not TNC, will be responsible for the payment of all such medical services rendered.
  - g. I will not be under the influence of any alcohol or recreational/illegal drugs while performing the Activities.
  - h. I will immediately report any accidents, disease, or injury to myself or others related to the Activities and cooperate in any investigation.
5. RELEASE AND WAIVER: To the greatest extent permitted by law, on behalf of myself, my spouse, children, domestic partners, parents or other family members, and their legal representatives, heirs, agents, insurers, successors, and assigns, I waive and release TNC, its officers, directors, trustees, employees, agents and successors in interests, and any landowner(s) of TNC-managed property (collectively, the "Releasees") from any and all claims, rights, and causes of action arising out of or in connection with my volunteer activities with TNC, or travel thereto, including without limitation, those involving personal injury, death, or loss of use or damage to property, except to the extent such claims solely arise from the gross negligence or intentional misconduct of Releasees.
6. COVID-19 ACKNOWLEDGEMENT AND WAIVER:
- a. I acknowledge that COVID-19 is a highly contagious disease, has been the source of a global pandemic, and that information about COVID-19 is rapidly changing.
  - b. I acknowledge that I may be exposed to COVID-19 or other illnesses by participating in the Activities, and I assume the risk of exposure to COVID-19 or other illnesses and waive all claims against TNC with respect to exposure to COVID-19 or other illnesses.
  - c. The COVID-19 vaccines are effective at protecting people from getting seriously ill, being hospitalized, and even dying. Therefore, TNC recommends that you be fully vaccinated prior to starting the Activities and stay up to date with your vaccines, including getting all recommended boosters. I acknowledge that, depending on the state of the pandemic at the time of the engagement or my Activities, TNC may require me to provide proof of COVID-19 vaccination at any time where legally permissible. TNC will not collect copies of vaccination cards nor keep information about vaccinations beyond confirming compliance with TNC policy.
  - d. I agree to follow all health and safety guidelines put in place by TNC, as well as relevant CDC and department of health guidelines on COVID-19, which may include wearing a face covering and/or taking other precautions to ensure my safety and the safety of anyone with whom I come into contact. I acknowledge and agree that TNC makes no representation or warranty that by following such guidelines that I will be fully protected from exposure to COVID-19.
  - e. I agree I will not participate in any Activities with [COVID-19 symptoms](#) or after testing positive for COVID-19 and to immediately notify TNC and cooperate with any contact tracing, isolation, or relocation required by TNC. I acknowledge TNC may notify those with whom I have been in contact and government officials, as appropriate.
7. INSURANCE: I understand and agree that:

- a. I am solely responsible for any costs incurred for any medical care received by me, whether related to or unrelated to this volunteer service;
  - b. I am not eligible for workers' compensation benefits if injured or become ill as a result of this volunteer service; and
  - c. I understand that TNC expects and encourages me to obtain my own health insurance coverage to the extent I deem appropriate. If I have insurance, I understand my personal health insurance is my primary coverage.
8. **CONFIDENTIALITY:** My volunteer service with TNC may involve access to certain confidential, sensitive, and/or private TNC information (including but not limited to specific location of "closed" preserves and rare plants or animals, information about conservation planning priorities, or incidents) ("Confidential Information"). I agree to hold all Confidential Information in strict confidence and never to use or disclose any such information to anyone while I am a volunteer of TNC or thereafter, except to the extent necessary to carry out my responsibilities as a volunteer of TNC or to the extent such disclosure is required by legal process. At the request of TNC, I will deliver to TNC, delete, or destroy all Confidential Information in my possession, custody, or control whether in hard copy or on any electronic or personal device such as a cell phone, computer, laptop and/or cloud access.
9. **WORK PRODUCT AND TNC PROPERTY:** I understand my volunteer activities support TNC and its mission. Therefore, TNC will own all right, title, and interest to any work product that I produce at the request of TNC within the scope of my volunteer service ("Work Product"), and TNC has exclusive rights to publish and use any of my Work Product. I agree to execute any documents and to do all other lawful acts as may be required by TNC to establish and protect TNC's rights in and to my Work Product. TNC may also share with me materials created or otherwise owned by TNC ("TNC Property"). I agree not to use, disclose, sell, or share my Work Product or TNC Property to any third party, or for the benefit of myself or any third party. Upon the end of my volunteer services with TNC, or the request of TNC at any time, I agree to deliver to TNC, and not retain any copies of, my Work Product and/or any TNC Property in my possession, custody, or control.
10. **PRIVACY:** I understand that TNC has a [Privacy Policy](#) explaining its practices and the choices which I can make about the way my information is collected, used, stored, and shared by TNC. Through my interactions as a volunteer, I may provide TNC with Personal Information, as defined in the Privacy Policy, and I understand and agree that TNC may use my Personal Information in a variety of ways, including, but not limited to, providing personalized services and allowing me to participate in special programs, activities, events, and promotions, subject to TNC's privacy policy referenced above.
11. **MEDIA AUTHORIZATION:** I grant TNC permission to take photographs and video recordings of me and to display, publish, or otherwise use any photographs, audio/video recordings, or any other media associated with the Activities, including any media which contains my image or likeness, for any purpose at TNC's sole discretion. I also consent to the use of my name in connection with such images. I release, indemnify, and hold harmless TNC and its officers, directors, agents, and employees from any and all claims which may result at any time by reason of the use of my image and name, including, without limitation, claims of privacy. My heirs, executors, administrators, and assigns shall be bound by this consent and release.
12. **ADDITIONAL AGREEMENTS:** In the event my Activities include participating or observing a prescribed or wildland burn, scuba, snorkeling or boating activities, use of TNC vehicles, or TNC housing, or if there are additional requirements specific to the Activities, TNC may require me to sign Additional Agreements pertaining to those activities or housing arrangement. In the event of any conflict between this Agreement or any such Additional Agreement, the terms of the Additional Agreement shall prevail over any conflicting term(s) of this Agreement.
13. This Agreement, along with any Additional Agreement, states the complete agreement of the parties and supersedes any prior or contemporaneous agreements, whether oral or written, with respect to its subject matter. This Agreement may not be amended or modified except in writing signed by an authorized representative of TNC and you. If any provision of this Agreement shall be held invalid, illegal, or unenforceable, then the validity, legality, and

enforceability of the remaining provisions of this Agreement will not in any respect be affected or impaired thereby. This Agreement shall be construed and enforced in accordance with and governed by the laws of the state in which the majority of the Activities will take place.

14. By signing below, I acknowledge that I have thoroughly read and understand this Agreement and that the statements I have made in it are all true, and that I am at least 18 years of age or, if I am not 18 years of age, the signature and consent of my parent or legal guardian is included below.

15. **ELECTRONIC SIGNATURE APPROVAL:** Signatures delivered by facsimile, portable document format (PDF), or email shall be fully binding and shall constitute originals. I acknowledge that by typing or electronically signing my name on this Agreement, I have (i) reviewed and agree to the [Consent to Use Electronic Records and Signatures](#), and (ii) electronically signed the Agreement and agreed to its terms.

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed) Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

**Consent for Participation by Minors or Persons Under a Guardianship**

Minor Volunteer Name: \_\_\_\_\_

I am the parent or legal guardian of the minor identified above, who has my permission to participate in volunteer activities for TNC under the terms described above. I make all of the representations and agree to all of the terms specified above with respect to my child's or ward's participation in these activities.

Without placing any limitation on the foregoing provisions, I represent that I have legal authority to execute the photo permission for the above-named minor, of whom I am the parent/guardian, and I consent to and authorize the marketing, media, and publicity use by TNC, in the exercise of TNC's sole discretion, of any photographs, video or audio taken of such minor while engaged in volunteer activities for TNC as described above.

Parent's/Guardian's Signature: \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_

Date Signed: \_\_\_\_\_