

**EXHIBIT A**

**CONFIDENTIALITY STATEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Edmond Public Schools Foundation (“Corporation”) and \_\_\_\_\_.

In consideration of the volunteering by \_\_\_\_\_ for the Corporation, it is hereby agreed as follows:

**Confidential Information**

During my period of volunteer work, the Corporation may disclose or cause to be disclosed to me, confidential information relating to client or personnel matters, such as information regarding cases and salaries, medical treatment or diagnosis, terminations, layoffs or promotions, and disciplinary measures regarding individual directors, officers, employees, contract employees, other volunteers, financial information regarding contractual arrangements, pricing, letters of agreement or understanding, intellectual property developed by the Corporation, identifiable confidential matters, or information regarding prospective business of the Corporation I recognize such information to be the property of the Corporation and I agree to hold such information in trust and solely for the Corporation benefit and not to disclose such information to those inside or outside the Corporation either during or after volunteering, without the written consent of a Director of the Corporation.

Upon leaving the Corporation I agree not to take with me, without first obtaining the written consent of a director of the Corporation, any document or tangible evidence of confidential information or data belonging to, or under the control of, the Corporation, whether on disk, record or hard copy, whether an original or a reproduction.

By Edmond Public Schools Foundation

\_\_\_\_\_

Volunteer Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Supervisor’s Signature

\_\_\_\_\_

Date

## EXHIBIT B

### VOLUNTEER LIABILITY WAIVER AND AGREEMENT

Edmond Public Schools Foundation (“Corporation”) is a non-profit organization with a mission to connect the community and its resources with the Edmond Public Schools teacher, student, and school needs in pursuit of the highest level of academic excellence. The Corporation regularly engages volunteers in its activities. In consideration for my ability to participate in Corporation activities, by signing below, I, the Volunteer (or the Volunteer’s legal guardian, on the Volunteer’s behalf), agree that:

#### **Policies and Safety Rules**

For my safety and that of others, I will comply with the Corporation’s volunteer policies and safety rules and its other directions for all volunteer activities.

#### **Awareness and Assumption of Risk**

I understand that my volunteer activities may have inherent risks that may arise from the Corporation’s activities themselves, operations, my own actions or inactions, or the actions or inactions of directors, officers, employees, contract employees, other volunteers, and others present at Corporation events. These risks may include, but are not limited to, working in situations working at event venues, lifting objects, and performing repetitive tasks. I assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from my presence or participation at Corporation events or participation in Corporation activities, regardless of the cause.

#### **Waiver and Release of Claims**

I waive and release any and all claims against the Corporation its directors, officers, employees, contract employees, and volunteers (associates), for any liability, loss, damages, claims, expenses and attorney’s fees (or attorneys’ fees) resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at Corporation events, or participation in activities on behalf of the Corporation, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims. I understand that the Corporation would only permit me to volunteer with my agreement to these waivers and releases.

#### **Medical Care Consent and Waiver**

I authorize the Corporation to provide to me with medical personnel of its choice to provide medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon the Corporation to provide such medical assistance, transportation, or emergency medical services. Additionally, I waive and release any claims against the associates arising out of any treatment, or medical service, including the lack or timing of such, made in connection with my volunteer activities with the Corporation.

#### **Indemnification**

I will defend, indemnify, and hold all associates harmless from and against any and all loss, damages, claims, expenses, and attorney’s fees (or attorneys’ fees) that may be suffered by any associate resulting directly or indirectly from my volunteer activities for the Corporation, except and only to the extent the liability is caused by the gross negligence or willful misconduct of the relevant associate.

**Publicity**

I consent to the unrestricted use of my image, voice, name and/or story in any format including video, print, or electronic (materials) that any associate or others may create in connection with my participation in activities at or for the Corporation. The Corporation may make the materials available at its discretion to third parties, including photos, streamed or other videos, on the Corporation’s website and internal displays, in the Corporation’s publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product and acknowledge that I am not entitled to any compensation for creation or use of the finished product.

**Confidentiality**

As a volunteer, I may have access to sensitive or confidential information. This information includes, but is not limited to, identity, address, contact information, credit card numbers, and financial information of the Corporation clients, volunteers, donors, and associates. At all times during and after my participation, I agree to hold in confidence and not disclose or use any such confidential information except as required in my Corporation volunteer activities or as expressly authorized in writing by the Corporation’s Executive Director.

**Publicity and Photo Release**

I consent to the unrestricted use of my image, voice, name and/or story in any format including video, print or electronic (materials) that any associate or others may create in connection with my participation in activities at or for the Corporation. The Corporation may make the materials available at its discretion to third parties, including photos, streamed or other videos, on the Corporation website and internal displays, in the Corporation. publications, or through any other media, including social networking websites and apps. I waive any right to inspect or approve the finished product and acknowledge that I am not entitled to any compensation for creation or use of the finished product.

I do not agree to a photo release \_\_\_\_\_. (Initial Here)

**Volunteer Not an Employee**

I understand that:

- I am not an employee of the Corporation.
- I will not be paid for my participation.
- I am not covered by or eligible for any insurance, health care, worker’s compensation, or other benefits.

I may choose at any time not to participate in an activity, or to stop my participation entirely, with the Corporation.

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

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

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