

**THE READING BEAR SOCIETY
VOLUNTEER SERVICE AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

TO: THE READING BEAR SOCIETY (“RBS”)

BACKGROUND/DEFINITIONS:

I am aware that signing this document is a condition of my being eligible to participate in the activities of RBS, as requested by RBS, including without limitation the reading buddies program it facilitates with local schools (involving attendance at schools to read with kindergarten/StrongStart or grade 1-2 students), outreach activities at schools (involving attendance at schools to support a reading buddies club to foster support for the reading buddies program), and other activities as requested by RBS that I agree to participate in from time to time (collectively, the “Activities”).

As a participant, I am aware that my participation in the Activities will not entitle me to any payment nor salary, other compensation or prizes of any kind to be provided by RBS for my services as a volunteer.

I am also aware that as a volunteer participant, I am not engaged in the capacity of an employee of RBS and am not entitled to Workers Compensation Board benefits with respect to the provision of volunteer services. As a volunteer, I am aware that I am not entitled to any medical, disability or other insurance benefits or coverage of any kind.

I am also aware that participation in the Activities does require a certain level of physical health and ability and that I accept and bear full responsibility for my physical health and ability to participate in the Activities and that I have or will consult my family physician with respect to any concerns prior to participating in the Activities.

ASSUMPTION OF RISKS:

I am aware that the Activities involve inherent risks, dangers and hazards, including but not limited to: travel to and from locations in Metro Vancouver by automobile, bus or otherwise, activities near streets and street traffic, including busy street intersections, all of which will expose me to the danger of impact or collision with motor vehicles while carrying out such activities, and other risks arising from the negligence of others. I am aware that the risks, dangers and hazards referred to above will arise throughout the Activities and that other risks inherent in the Activities may not be identified beforehand.

INTELLECTUAL PROPERTY

I agree that RBS will have exclusive ownership in all ideas, discoveries, inventions, formulae, algorithms, techniques, processes, know how, trade secrets and other forms of intellectual property (the “Intellectual Property”) used or conceived during the Activities. I agree to assign to RBS all rights, title and interest (equitable, legal or otherwise) I may have now or in the future have in the Intellectual Property and waive all moral rights you may have in the Intellectual Property.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of RBS accepting me as a participant in the Activities, and permitting me to receive any information and training and use of the materials offered by RBS in the Activities, I now agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against RBS and its directors, officers, employees, agents and representatives (collectively, the “RBS Group”),
2. TO RELEASE THE RBS Group from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the Activities due to any cause, INCLUDING NEGLIGENCE AND BREACH OF CONTRACT,
3. TO HOLD HARMLESS AND INDEMNIFY (MEANING TO FULLY REIMBURSE) the RBS Group from any and all liability for any damage to property of, or personal injury to any third party, resulting from my participation in the Activities, and
4. This Agreement will be effective and binding on my heirs, next of kin, executors, administrators, assigns and representatives.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS, RESULTING FROM PARTICIPATING IN THE ACTIVITIES.

CODE OF CONDUCT:

In consideration of RBS accepting me as a participant in the Activities, and permitting me to receive any information and training and use of the materials offered by RBS in the Activities, I now agree as follows:

1. To participate in the Activities recognizing the principle of trust, and an understanding that my participation is motivated by service to children and families, not for self aggrandizement or benefit,
2. To participate in the Activities recognizing the principle of respect, includes valuing the gifts that each person brings to the collective effort of RBS or the community-at-large,
3. To participate in the Activities recognizing the principle of confidentiality – as I am dealing with school communities, confidentiality is of the utmost importance – no names of a child or family will be used in conversations, presentations or projects; no comments will be made about a child or a family that singles out character; no pictures of a child or family will be taken without the express consent of the child’s or childrens’ parents/guardians, and I will not speak to the media or publish any pictures, statements, documents or other information related to the Activities or RBS without the prior written consent of RBS,
4. To abide by all policies and regulations of the schools, school boards or other venues at which I attend for purposes of participating in the Activities,
5. To always represent RBS positively, professionally and honestly,
6. That I do not have power or authority to act for or on behalf of RBS and I will not hold myself out as having the power or authority to bind RBS to any agreements with third parties, and
7. That I have provided to RBS and true and complete criminal record check and vulnerable sector screening report for myself.

In entering into this Agreement, I am not relying upon any oral or written statements, promises or other communications made by the RBS Group other than as set out in this Agreement and that this Agreement constitutes the entire agreement between the RBS Group and me.

This Agreement will be governed by and interpreted in accordance with the laws of British Columbia.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RBS GROUP, INCLUDING THE RIGHT TO SUE:

THE READING BEAR SOCIETY

PARTICIPANT

PARTICIPANT’S PARENT/GUARDIAN:

[Where participant is less than 19 years old]

Signature of Director or Officer

Participant’s Signature

Name

Participant’s Name

Parent/Guardian Signature

Date

Participant’s Address

Parent/Guardian Name