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**VOLUNTEER FORM & AGREEMENT**

This Volunteer Form & Agreement (“Agreement”) is executed on this date by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the "Volunteer", Volunteer includes by reference Volunteer’s agents, heirs, and other related parties) and, if applicable, in relation with\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the parent/guardian having legal guardianship of the volunteer), in favor of Sunflower Turning, Inc. (“SUNFLOWER”), nonprofit organization, its directors, officers, volunteers and agents collectively known as "the SUNFLOWER Team."

*We would like to know a bit more about you.*

If you have particular interests in how you want to volunteer, please provide us some information here:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

If you have particular skills or knowledge that you think may be helpful to us, please let us know: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*What we need from you, the Volunteer, before volunteering:*

\*PLEASE read carefully. This Agreement affects your legal rights.\*

The Volunteer hereby freely, voluntarily and without duress executes this Volunteer Agreement under the terms below:

1. **Release and Waiver.** To be able to participate in Volunteer service with SUNFLOWER, Volunteer waives, releases and forever discharges and holds harmless the SUNFLOWER Team and its successors and assigns from any and all liability, loss, injury, claims, actions, and demands of whatever kind of nature, either in law or in equity, which arise or may hereinafter arise from Volunteer's activities with, or related to, SUNFLOWER, including third parties. As such, Volunteer agrees not to and ensures SUNFLOWER that it will not sue SUNFLOWER Team.
2. **Medical Treatment.** Volunteer does hereby waive, release and forever discharge the SUNFLOWER Team from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's activities with SUNFLOWER.
3. **Assumption of Risk.** The Volunteer and/or Guardian understand that the work for SUNFLOWER may include activities that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading and transportation to and from the work sites. Volunteer and/or Guardian hereby expressly and specifically assume the risk of loss, injury or harm in these activities and will indemnify against and release SUNFLOWER Team from all liability for loss, injury, or harm, including illness, death or property damage, resulting from the activities for the Volunteer’s service for SUNFLOWER.

4. **Insurance.** The Volunteer and/or Guardian understand that, except as otherwise agreed to by SUNFLOWER in writing, SUNFLOWER does not carry or maintain health, medical or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

**5. Non-compensation.** Volunteer understands and agrees that the Volunteer service is purely volunteer for which Volunteer shall not be compensated.

**6. Photographic Release.** Volunteer does hereby grant and convey unto SUNFLOWER all right, title, and interest in any and all photographs, images, and video, audio recordings made by SUNFLOWER during the Volunteer's activities with SUNFLOWER, including but not limited to any royalties, donations, proceeds, or other benefits derived from such photographs or recordings. Volunteer further permits SUNFLOWER to publish said images, recordings, and videos, at will on the website and in other media for advertising and other use as SUNFLOWER deems appropriate.

**7. Obligation of Confidentiality.** Except as may be required for the performance of Volunteer’s duties during Volunteer’s service, or unless specifically authorized in writing by SUNFLOWER, Volunteer shall not use or disclose, for Volunteer’s or for others’ benefit, either during or after Volunteer’s service, any Confidential Information. Confidential Information includes: i) information relating to SUNFLOWER’s financial, regulatory, personnel or operational matters; ii) information relating to SUNFLOWER’s clients, customers, beneficiaries, suppliers, donors (including financial), employees, volunteers, sponsors or business associates and partners, iii) trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs, iv) contracts, product plans, sales and marketing plans, business plans, and v) all information not generally known outside of SUNFLOWER regarding SUNFLOWER and its business, regardless of whether such information is in written, oral, electronic, digital or other form and regardless of whether the information originates from SUNFLOWER team or SUNFLOWER’s other agents.

**8. Disclosure and Ownership of Intellectual Property.** Volunteer (i) shall promptly and fully disclose to SUNFLOWER any and all Intellectual Property, (ii) agree that all Intellectual Property shall be owned by SUNFLOWER, (iii) agree to and do hereby assign, transfer and convey to SUNFLOWER the entire right, title and interest in and to all Intellectual Property, (iv) will execute and deliver any and all documents, take all actions and render any and all assistance reasonably requested by SUNFLOWER, during or at any time after Volunteer Service, to establish SUNFLOWER’ ownership of, or to enable SUNFLOWER to obtain patents to or register copyrights of, any Intellectual Property, and (v) acknowledge that all Intellectual Property that is copyrightable subject matter and that qualifies as a "work made for hire" shall be automatically owned by SUNFLOWER. In the event SUNFLOWER is unable for any reason whatsoever to secure Volunteer’s signature to any document required to apply for or execute any patent, copyright, or other applications with respect to Intellectual Property, Volunteer irrevocably appoints SUNFLOWER and its authorized officers and agents as Volunteer’s agents and attorneys-in-fact to execute and file any such application and to do all other acts to further the prosecution and issuance of patents, copyrights, or other rights with respect to Intellectual Property with the same legal force and effect as if executed by Volunteer. *As a reminder, Intellectual Property shall only include intellectual property created by Volunteer (i) in the course of Volunteer Sservice or using SUNFLOWER time, equipment, information or materials, and (ii) within one (1) year after termination of Volunteer service and relating directly to work done during Volunteer service.*

**9. Ownership and Return of Material.** All materials, including but not limited to business information, files, research, records, photos and videos, memoranda, books, lists, computer disks, hardware, software, cell phones and other wireless devices, documents, drawings, models, apparatus, sketches, designs and any other embodiment of Confidential Information or Intellectual Property received by Volunteer during Volunteer service, and any tangible embodiments of such materials created by Volunteer, alone or with others, whether confidential or not, are the property of SUNFLOWER. Volunteer shall return to SUNFLOWER all such materials, including copies thereof, in Volunteer’s possession or under Volunteer’s control upon termination of Volunteer service for whatever reason or upon the request of SUNFLOWER. The return of such materials shall take place within twenty-four (24) hours of notice of termination or upon request of SUNFLOWER, whichever comes first.

**10. Survival of Obligations and Enforcement.** The obligations that Volunteer has under this Agreement shall survive the termination of Volunteer service, regardless of the reasons or method of termination. Volunteer understands and agrees that SUNFLOWER Team shall be entitled to recover from Volunteer all attorneys’ fees incurred in enforcing its rights under this Agreement, and that breach of this Agreement is most likely to call irreparable damage to SUNFLOWER Team.

Volunteers understands and agrees that the above restrictions are necessary to protect SUNFLOWER’s legitimate interests, and that these restrictions will not prevent Volunteer from earning a livelihood.

**11. Other.** Volunteer expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. Volunteer agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release which shall continue to be enforceable.

By signing below, the Volunteer and, if applicable, the parent/guardian, has read, understood, accurately represented and executed this Agreement as of the date first above written.

Volunteer NAME (PRINT):

Signature:

Date:

ADDRESS:

TELEPHONE NUMBER:

EMAIL:

PREFERRED METHOD OF CONTACT:

Parent/Guardian Signature (ifapplicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Complete Address (No P.O.Box):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City State Zip Code

Home Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact person (Emergency) Name, Relation and Contact info:

Medical Disclosure

As a Volunteer applicant, I hereby certify that I do not have any injuries, disabilities, or physical limitations that would impair my abilities while performing my Volunteer services with Sunflower Turning. I have listed below any previous injuries, disabilities, or physical limitations that would restrict me from performing certain tasks asked of me.

I will also notify a staff person of these injuries, disabilities, or physical limitations. Please list and explain: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Volunteer’s Name (PRINT):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Volunteer’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian’s Name (PRINT):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

RELATION:

EMERGENCY CONTACT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_