

VOLUNTEER AGREEMENT

In advance, WE THANK YOU! We express our deepest gratitude to you, the volunteers who make the Festival possible.

Volunteers are an important and valued part of Center of the World Festival (COWFEST) charitable programs. We hope that you enjoy volunteering with us.

This volunteer agreement has been prepared to clarify the reasonable expectations of both the volunteer and COWFEST. We aim to be flexible, so please let us know if you would like to make any changes and we will do our best.

You have read and agreed to participate in one of the many volunteer openings described in the Volunteer Information Packet. You will receive a separate package regarding the suggested duties of your choice, including scheduled trainings, dress codes, and time factors.

In the training meetings, you will be apprised of the duty standards. You will be provided a contact person who will meet with you regularly to discuss your volunteering and any successes and problems.

All volunteers and staff are PROHIBITED from consuming alcohol, drugs, or participating in illegal conduct at any time during a scheduled shift. Failure to comply will result in immediate revocation of privileges and further volunteer opportunities.

Volunteers shall not bring alcoholic beverages or any illicit drug to the Festival and shall abide by California law pertaining to transportation or use of illegal substances. Failure to comply will result in immediate revocation of privileges and further volunteer opportunities.

COWFEST is unable to pay your travel and/or room, meals, clothing, or other personal expenses incurred as a result of your volunteer duties. Volunteers shall be responsible for all of their own transportation and any other expenses incurred in connection with their duties on the Festival.

Volunteers shall not bring valuables to the Festival as the Festival and ground facilities cannot be responsible for lost or stolen belongings. COWFEST is not responsible for volunteer's equipment, props, costumes, or personal belongings, or for equipment or other property lost, damaged, or stolen while performing volunteer duties at any site connected to the Festival.

Volunteer acknowledges that he/she may come in possession of exclusive property of COWFEST, the Festival, or its agents, collaborators, or employees. This exclusive property may include: reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents, drawings, videos, recordings, prepared or in the course of preparation by volunteer while engaged in the performance of those volunteer services set forth in this agreement.

Volunteer agrees that all such exclusive property materials shall be returned to COWFEST upon completion, termination, or cancellation of volunteer services.

Volunteer agrees that he/she shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of volunteer's services under this agreement without the prior written consent of COWFEST.

It is especially important that volunteer understand this property rights responsibility as the Festival will involve the legal copyrights of playwrights and performers. Breach of personal copyrights is not a covered liability, thus volunteer will become personally and legally liable for any criminal actions relating to violations of copyright laws and regulations.

Further, volunteer agrees to keep confidential all information, in whatever form, produced, observed or received by volunteer to the extent that such information is confidential by law.

Volunteer agrees to perform and discharge all obligations under any and all laws, whether existing now or in the future, in any way pertaining to the volunteer engagement.

Volunteer further agrees that they are cognizant of all the inherent dangers and risks involved in their volunteer duties, including bodily injury.

Volunteer hereby agrees to release, indemnify, and hold harmless COWFEST, the Festival, its Board of Directors, officers, agents, collaborators, and employees from any and all liability, damage, claim of any nature whatsoever arising out of or in any way related to the volunteer's duties for the Festival.

Volunteer further understands that if volunteer is responsible for injuries to third parties or damages to their property while acting outside the scope of the assigned volunteer duties, that said volunteer may be held personally liable for any monetary damages a court may award to the injured party.

It is further understood and agreed to by volunteer that any liability, arising out of the ordinary incidents that occur during the scope of the volunteer's services agreed to herein, shall apply only to the services provided to COWFEST under this agreement. In no way do any of these provisions apply for the benefit of volunteer, his/her heirs, executors or administrators in any action arising out of gross negligence, willful misconduct, or any other conduct on the part of said volunteer, which cause or may give rise to criminal liability.

Volunteer further agrees to notify COWFEST immediately of any incident that occurs or may occur, within the knowledge of the volunteer, which may give rise to liability on the part of the volunteer or COWFEST.

Volunteer further agrees that volunteer will fully cooperate with the charity and its agents in any investigation, lawsuit, arbitration, or any other legal or quasi-legal proceedings that arise from the matters covered by this agreement.

Volunteer agrees to be photographed or videotaped during any tasks performed for Festival (either before, during, or after events), and grants a release for use of such photos or tapes for promotional purposes.

You agree that you have read, understood, and agree to the Health and Safety Policy, the Child Protection Procedures, and the Equal Opportunities Policy Statement and confidentiality requirements.

You agree to try to resolve fairly any problems, grievances and difficulties you may have while you volunteer with us. We agree to consult with you and keep you informed of possible changes.

You agree to help COWFEST fulfill its mission and to perform your volunteering role to the best of your ability.

You agree to meet your chosen time commitments and to give reasonable notice if you are unavailable so other arrangements can be made.

You agree to provide references who may be contacted, and agree to an enhanced disclosure or police background check to be carried out when necessary.

To the extent that volunteer is not a citizen or permanent citizen of the United States, volunteer certifies that he/she has an appropriate visa status that authorizes the volunteer to be present in the United States and allows volunteer to participate in this volunteer experience.

Volunteer is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the Festival or COWFEST.

This agreement may be cancelled at any time at the discretion of either party, for any reason, with or without cause, and upon immediate notice, oral or written, to the other party. Volunteer shall notify their supervisor of their decision, prior to their scheduled duties.

No offer of employment is offered nor accepted. This agreement does not reflect any sort of Employer/Employee relationship or agreement.

This agreement does not reflect any type of monetary contract, in any form whatsoever.

The volunteer is not an employee of COWFEST nor any of its agents or collaborators, and volunteer is not entitled to receive salary, benefits, or other compensation. The volunteer understands that he/she does not qualify for workers' compensation benefits.

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, shall be deemed to exist between the parties.

HEALTH AND SAFETY POLICY

COWFEST will take all measures as practicable to ensure health and safety information for all volunteers.

COWFEST requires volunteers to immediately report measures to be taken to increase awareness of health and safety. Each volunteer has statutory responsibility to take due care for his/her own safety and others who may be affected by his/her activities in any volunteer site.

Each volunteer has a duty to co-operate with COWFEST and his/her supervisor in implementing the Health and Safety Policy.

Each volunteer is asked to familiarize themselves with fire regulations and to appraise themselves of the location of the first aid kit.

COWFEST works with young people and has separate child protection procedures of which all volunteers are appraised.

EQUAL OPPORTUNITIES POLICY STATEMENT

COWFEST reflects, explores, and celebrates peoples' diversity. Children and adults from different ethnic origins, religions, and social backgrounds are all encouraged to cooperate together to understand, respect and learn from one another.

The Equal Opportunities Policy is constituted to challenge all forms of discrimination. Equal opportunities are applied in all areas of the charity's work. COWFEST is committed to ensuring equitable provision of all its services, equality in its recruitment procedures and training opportunities, and the adoption of good working practices for all its staff.

All forms of discrimination are actively opposed to ensure that individuals are able to participate to the best of their ability regardless of their: age, gender, sexuality, religious beliefs, race, ethnic or national origin, class, social or cultural backgrounds, academic or physical ability.

COWFEST monitors and reviews all matters relating to its Equal Opportunities Policy.

CHILD PROTECTION PROCEDURES

COWFEST's Child Protection policy is based upon current legal statutes in the State of California.

**It is the duty of all volunteers and staff to prevent the physical, sexual, or emotional abuse of all children with whom they come into contact. COWFEST will seek to minimize situations where abuse of children can occur.

**Workshop groups will be small. Workshop leaders are required to work in pairs or have another assigned responsible adult present particularly in situations where workshop leaders could come into one to one contact with young people. One to one contact is not recommended and it is recommended that two young people and two adults are present in such situations.

**All volunteers are subject to police background checks. References are taken for all potential Children's Workshops leaders. Volunteer preferences are given to leaders who have experience working with children.

**Parents are always made aware of where their children are and the times of workshops. No transportation is provided by volunteers. All children must be transported to and from workshops by their own parents or parental designated drivers. At least two adult volunteers will wait until all children have been removed by parents/parent surrogates. Parents who consistently fail to pick up their child on time will be requested to disenroll their child from the program.

**No volunteers will discipline any children. A child who presents with discipline problems either will require their parent to be present at all times or will be disenrolled.

**Volunteers agree with the following workshop participation with children: "Young people bring different levels of skill and experience to their work and they all come with a desire to learn. As such, each volunteer has a responsibility to ensure that every child participates equally and their learning experience is as positive as possible. Remember that young people can be easily influenced and try to be fair and consistent in your approach at all times. If you ever feel concerned about a young person's health or welfare or if you have a serious problem with the behavior of a young person in your care, you must report it to COWFEST staff immediately. All communication with young people outside of any scheduled sessions SHALL ALWAYS be channelled through the COWFEST office. If you are invited to join in any discussion relating to the personal circumstances of any young person in our care, please treat it in the strictest confidence."

**All sites where children are present must have a first aid kit. All parents must give written permission for minor first aid treatment. All parents must provide contact information in case of emergency and agree to be immediately available upon notification of emergency.