



## VOLUNTEER AGREEMENT

12/15

This Agreement must be signed once per calendar year.

**IMPORTANT:** Each volunteer must have a signed "Volunteer Agreement" on file.

### PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Volunteer Agreement ("Agreement") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, to participate in fabricATE, an initiative sponsored in part by the U.S. Department of Education, Technology and Media Services for Individuals with Disabilities program, Models Promoting young Children's use of Assistive Technology priority and its awardee the University of Delaware, Center for Disabilities Studies.

I desire to serve as a volunteer for fabricATE and engage in activities related to fabricATE (the "Activities"), which may include but are not limited to the following: outreach to community organizations for donations, write fabricATE success stories, set-up and/or manage a fabricATE website/social media site, brainstorm AT solutions, draw/draft AT solutions, instruct others on making AT solutions, make AT solutions, manage and maintain the Volunteer Record Keeping System, donate time, materials, and space to make AT solutions and track donations.

I freely, voluntarily and without duress execute this Agreement under the following terms:

#### 1 RELEASE AND WAIVER.

I do hereby release and forever discharge and hold harmless fabricATE and the University of Delaware and their successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my Activities with fabricATE.

I understand and acknowledge that this Agreement discharges fabricATE and the University of Delaware from any liability or claim that I may have against fabricATE and the University of Delaware with respect to bodily injury, personal injury, illness, death or property damage that may result from my Activities with fabricATE and the University of Delaware whether caused by negligence of fabricATE and the University of Delaware or their officers, directors, employees, agents or otherwise. I also understand that fabricATE and the University of Delaware do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.

## 2 ASSUMPTION OF RISK.

I understand that my Activities may include work that may be hazardous to me, including the following: loading and unloading; travel to and from “maker spaces” and/or other community locations; use of electric and other hand-held tools; exposure to a variety of glues or other adhesive materials and/or toxic chemicals, especially if I do not wear protective equipment, am exposed for extended periods of time or have a pre-existing immune system deficiency.

I hereby expressly and specifically undertake these Activities voluntarily and assume the risk of injury or harm in the Activities and release fabricATe and the University of Delaware from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities. I agree to inform the fabricATe Coordinator of any preexisting medical conditions or special needs that might affect my ability to undertake certain tasks.

## 3 INSURANCE.

I understand that, except as otherwise agreed to by fabricATe and the University of Delaware in writing, fabricATe and the University of Delaware are under no obligation to provide, carry, or maintain health, medical, travel, disability, or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

## 4 PHOTOGRAPHIC/VIDEO RELEASE.

I hereby grant and convey unto fabricate and the University of Delaware all right, title and interest in any and all photographic images and video or audio recordings made by fabricATe and the University of Delaware during my Activities with fabricATe and the University of Delaware, including, but not limited to, any royalties or other benefits from such photographs or recordings.

## 5 CONFIDENTIALITY AND SECURITY.

I understand that I may have access to sensitive and confidential information during my Activities including, but not limited to, protected health information (PHI) and service records (e.g., Individualized Education Program). I agree that I will not disclose any such information to any unauthorized person. Nor will I attempt to access or use such information for my or another individual’s personal gain. I agree that all written communication related to fabricATe consumers and their requests will be done using the fabricATe selected group communication tool (e.g., Wiggio).

## 6 OTHER.

It is mutually understood that Volunteers shall donate the Activity and that Volunteers are not entitled to nor expect present or future salary, wages, or other benefits for these Activities from fabricATe or the consumer. Under no circumstances shall Volunteers bill or charge the consumer or fabricATe for any Activities or related costs and expenses, including without limitation costs and expenses related to travel, tools, utilities, etc.

## 7 PARTIES RELATIONSHIP.

None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. In addition, none of the provisions of this Agreement are intended to create any relationship between the Volunteer and any other fabricATe volunteer. The terms of this Agreement do not authorize any fabricATe volunteer or party hereto, including any of their respective officers, directors, employees, or agents, to bind any of the others or cause any of them to be deemed or construed to be the agent, employee or representative of any of the others. Neither Volunteer, nor any of his or her employees or agents, shall have claim under this Agreement or otherwise against fabricATe for benefits or compensation of any kind.

## 8 INTELLECTUAL PROPERTY.

Intellectual Property resulting from activities conducted wholly at the expense of the individual, without use of University of Delaware facilities, equipment, or materials are the property of the individual, and fabricATe undertakes no responsibility with respect to such Intellectual Property.

## 9 EXPECTATIONS.

I shall guide my behavior during my Activities to ensure my safety and as well as the safety and well-being of all parties involved in fabricATe and University of Delaware Activities. I understand that I am expected to function within the policies of the fabricATe volunteer guidelines and procedures. All words and deeds should help build our volunteer program and its reputation for quality.

fabricATe Volunteers are asked to (please read and initial each statement):

- \_\_\_\_\_ Abide by fabricATe policies and procedures.
- \_\_\_\_\_ Uphold volunteerism as an effective way to meet the needs of fabricATe consumers.
- \_\_\_\_\_ Uphold an individual's right to dignity, self-development, and self-direction.
- \_\_\_\_\_ Accept supervision and support from professional fabricATe staff.
- \_\_\_\_\_ Treat others in a courteous and respectful manner.
- \_\_\_\_\_ Agree to work in a safe and healthy way and not to jeopardize the health and safety of others.
- \_\_\_\_\_ Appreciate and respect the confidential nature of any information that may be acquired while volunteering.
- \_\_\_\_\_ Notify the fabricATe Coordinator in writing if they are no longer able to volunteer.
- \_\_\_\_\_ Inform the fabricATe Coordinator of any preexisting medical conditions or special needs that might affect their ability to undertake certain tasks.
- \_\_\_\_\_ Provide the same level of attention and quality to a volunteer activity as they would to a paid work assignment.
- \_\_\_\_\_ Not accept gifts of any kind, including money, from consumers or offer gifts or loan money to consumers.
- \_\_\_\_\_ Not set aside donated items for their personal use while volunteering.

**I have read and understand the fabricATe Volunteer Agreement and fully understand its contents.**

Initial here: \_\_\_\_\_

Continue to signature page.

