

VOLUNTEER AGREEMENT AND LIABILITY WAIVER

THIS VOLUNTEER AGREEMENT AND LIABILITY WAIVER (the “Agreement”) is executed by the undersigned party (the “Volunteer”), and *The Raptor Center of Tampa Bay, Inc.* INC., a Florida non-profit corporation (“RCTB”). Now, therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Volunteer Services.** Volunteer will work for RCTB on a volunteer basis. Volunteer’s services shall be donated and Volunteer is not entitled to nor expects any present or future salary, wages, or other benefits for these voluntary services. Volunteer is not considered an employee of RCTB.
2. **Direction and Training.** Volunteer will follow the supervision and direction of any personnel, employee, board member, or volunteer of RCTB to whom Volunteer has been assigned to perform services, and will participate in any training required by RCTB
3. **Volunteer Conduct.** Volunteer will:
 - a. Support RCTB’s mission and policies.
 - b. Present a professional image when performing volunteer work.
 - c. Uphold a high level of customer service and professionalism at all times including by maintaining a courteous and supportive attitude.
 - d. Only participate in approved assignments and duties as directed by RCTB
 - e. Make a good faith effort to resolve differences and problems
 - f. Not engage in malicious talk, negative criticism, spreading rumors, and the like.
 - g. Not use this position to secure special privileges, benefits, personal business, or exemptions for Volunteer’s own gain or for any other person.
4. **Physical Demands and Hazards.** Participation as a Volunteer may be physically demanding and Volunteer will exercise reasonable care to avoid injury. Volunteer is voluntarily participating in this activity with knowledge of the hazards and potential dangers involved, and accepts any and all associated risks of injury and property damage.
5. **Waiver of Liability; Indemnification.** Volunteer, their assignees, heirs, guardians, and legal representatives, releases RCTB, its officers, board members, volunteers, employees, and agents from all present and future liability (including liability for negligence) to volunteer for damages resulting from physical injury, property damage, or other loss arising out of or relating to their volunteering or this agreement. Volunteer will indemnify RCTB and hold RCTB harmless against any claims of or liability to a third party for damages resulting from physical injury, property damage, or other loss arising out of or relating to their volunteering or this agreement. Volunteer will pay RCTB’s reasonable attorneys’ fees and costs related to defending any action governed by this paragraph.
6. **No Insurance Coverage; Medical Treatment.** If volunteer is injured in the course of the volunteer service, volunteer is not covered by any workers’ compensation or other insurance program of RCTB. RCTB may seek emergency medical treatment in case of injury, accident, or illness to Volunteer arising from Volunteer’s service. Volunteer will be responsible for medical costs incurred by such injury, accident, or illness.

7. **Materials and Tools.** The materials and tools provided by RCTB are and remain the property of RCTB, and Volunteer will return these materials and tools to RCTB on request or at the end of Volunteer's service.
8. **Data.** All data or information collected during Volunteer's service is and remains the property of RCTB and Volunteer will provide such data or information to RCTB on request.
9. **Termination; No Appeal of Decision.** Volunteer's service can be terminated at any time, with or without cause, by RCTB or Volunteer, and Volunteer does not have the right to grieve or appeal such termination.
10. **Governing Law.** Florida law governs any dispute arising out of this Agreement. The parties have selected Hillsborough County, Florida as the mandatory and exclusive forum for resolution of any dispute arising out of or relating to this Agreement.
11. **Complete Agreement.** This Agreement contains and sets forth the complete understanding and agreement of the parties, and supersedes all prior written or oral discussions, agreements, communications, or representations.
12. **Attorney Fees and Costs.** Each party shall bear its own costs, including attorney fees, incurred in connection with this Agreement, except that in connection with any litigation arising out of this Agreement, including, without limitation, all trial, appellate and post-judgment proceedings, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.
13. **Construction of Agreement.** All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.
14. **Severability.** In the event any portion or provisions of this Agreement is deemed invalid, the remaining provisions will not be affected and will remain in full force and effect.

I have carefully read this agreement and fully understand its contents. I am aware that this agreement includes a release of liability and indemnification, and sign it of my own free will:

Volunteer:

Raptor Center of Tampa Bay, Inc.,
a Florida non-profit corporation

By: _____

By: _____
Nancy Murrah, President

Print: _____

Date: _____

Date: _____