



## VOLUNTEER AGREEMENT RESALE STORE AND DONATION CENTER

We are so happy that you have decided to volunteer your time and service to Memorial Assistance Ministries! This agreement describes the arrangement between you, the Volunteer, and MAM. Please read it thoroughly to understand what kinds of things you can expect from MAM, and what we expect from you. You can affirm your acceptance of the terms of this agreement by providing your signature below. Thank you for your valuable contribution to MAM and our community.

### At MAM, our aims are:

- To welcome you and introduce you to how our organization works and your role within it
- To provide any training and support needed for your volunteer role, and to designate a clear point person for you to give and receive feedback
- To consult with you and keep you informed of changes that may affect you
- To ensure your health and safety by providing a safe space for you to volunteer
- To uphold all MAM policies and procedures
- To resolve fairly any problems, complaints, or issues during your time with us

### As a volunteer I will:

- Represent and seek to serve the best interests of MAM.
- Advise MAM of existing business or personal relationships which are in conflict with MAM's Conflict of Interest Policy or the MAM Volunteer Liability Waiver and Agreement. Adjustments to assignments may be required based on these relationships.
- Follow all other MAM policies, procedures, and guidelines as applicable to my interaction with MAM as an organization and MAM's staff, programs, volunteers, interns, and clients.
- Consent to a Background Check and drug screen, if applicable.
- Meet with clients only at an authorized office or online platform.
- Use the material provided by MAM for my volunteer assignment(s), and agree to return all borrowed resources and other materials on a timely basis.
- Demonstrate appropriate behavior while working with clients, understanding that MAM may dismiss me for any of the following: 1) disrespect or insensitivity to clients, staff, other volunteers, or other agency partners; 2) use of offensive language, including language on clothing; 3) harassment (any behavior perceived as offensive, after being asked to stop); 4) disruptive, threatening, or aggressive behavior; 5) possession of a weapon; or 6) being under the influence of alcohol or illegal drugs while volunteering.
- Treat all individuals with dignity, respect, and worth. With MAM, I will help provide personalized support, believing that every client is capable, creative, and whole.
- Carry out my voluntary role to the best of my ability.
- Accept and perform tasks that are within my physical capability and will not undertake tasks that are beyond my ability.
- Meet any agreed upon time commitments and standards. If unable to do so, I will inform designated MAM staff as soon as possible.
- Refrain from volunteering if I am experiencing circumstances that may adversely affect the health of others, **including significant fever or contagious conditions.**
- Give as much notice as possible if I am no longer able or wish to volunteer.

PRINTED NAME: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Volunteer (or Parent/Guardian if under the age of 18)*

- Wear closed-toe shoes and comfortable clothing (jeans, t-shirts, clothing that meets the school district dress code guidelines, including no shorts above the knee, no sleeveless shirts bottom must be covered when wearing yoga pants)
- Keep any valuables locked in my car. I understand that MAM does not have a place to store my items
- ONLY purchase items from the resale store BEFORE or AFTER my shift
- Not price any item that I later plan to purchase
- Always ask a staff member for help or for instructions if I am unsure of anything
- Practice the proper use of safety while working on the sales floor and in the donation center
- Give as much notice as possible if I am no longer able or wish to volunteer

**If you are a parent and your son/daughter is volunteering at MAM:**

- We welcome students who volunteer at MAM throughout the year because they bring a wonderful, youthful enthusiasm to our community
- We hope to make a child’s experience volunteering at MAM a meaningful one
- Please be advised that MAM supports and depends on Community Service volunteers who are referred to us by the court system. While your child would never be assigned to work with a Community Service volunteer, you should be aware that we do make use of this resource
- Students under the age of 18 need written parental permission to volunteer at MAM
- All students under the age of 16 must be accompanied by an adult while volunteering their service at MAM

Last Name:	
First Name:	
Title (Mr, Mrs. Ms.)	
Street Address:	
City:	
State:	
Zip:	
Email:	
Phone:	
Employer/Group Name (if volunteering with a Group):	

PRINTED NAME: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Volunteer (or Parent/Guardian if under the age of 18)

# MAM Volunteer Liability Waiver and Agreement

Memorial Assistance Ministries ("MAM") is a nonprofit organization whose mission is to assure that families have the means to meet their basic needs. MAM regularly engages volunteers in its activities. By signing below, I, the Volunteer (or the Volunteer's legal guardian), agree that:

## Policies and Safety Rules

For my safety and that of others, I will comply with MAM's policies, safety rules and other directions for all volunteer activities. If I become aware of any hazardous condition or danger at a MAM program site, I will alert MAM.

## Awareness and Assumption of Risk

I understand that MAM activities have inherent risks that may arise from the activities themselves, my own actions or inactions, or the actions or inactions of MAM, its directors, officers, employees and agents, interns, other volunteers, and others present at MAM program sites. I **assume full responsibility for any and all risks of bodily injury, exposure to contagious diseases, death or property damage caused by or arising directly or indirectly from my presence at MAM program sites or participation in MAM activities, regardless of the cause.**

## Waiver and Release of Claims

**In consideration for my participation in MAM programs, I waive and release any and all claims against: MAM; the owner(s) of premises on which MAM programs take place (collectively, "Landowners"); and MAM's and Landowners' directors, officers, agents, employees, volunteers and affiliates (collectively, the "Released Parties"), for any liability, loss, damages, claims, expenses and attorneys' fees resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at a MAM program site or participation in MAM activities, regardless of the cause and even if caused by negligence or gross negligence of MAM or Landowners, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims.**

## Medical Care Consent and Waiver

I authorize MAM to provide to me first aid and, through medical personnel of its choice, medical assistance, transportation and emergency medical services. This consent does not impose a duty upon MAM to provide such assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment or medical service, including the lack or timing of such, made in connection with my volunteer activities with MAM.

## Indemnification

I will defend, indemnify and hold the Released Parties harmless from and against any and all liability, loss, damages, claims and attorney's fees that may be suffered by any Released Party resulting directly or indirectly from my MAM volunteer activities or presence at MAM program sites, except and only to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.

## Confidentiality

As a volunteer, I understand that I may have access to confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as required in my MAM volunteer activities or as MAM's CEO expressly authorizes in writing.

I have read this agreement and understand its terms, and that I may be giving up certain legal rights by signing it. I understand that the abiding by the terms above are relevant and required for me to complete my volunteer service with MAM. I sign it freely and voluntarily.

I understand that this shall include, but not be limited to documents, records, information and data (whether verbal, electronic or written), and other business information, relating to MAM's business, donors, clients, or operations. Regardless of whether such information has been expressly designated as confidential or proprietary, I will treat it as confidential. I acknowledge that no representation or warranty, express or implied, has been or is made by or on behalf of MAM as to the accuracy or completeness of any of the confidential information furnished to me.

## Assignment of Work Product

I intend for MAM to have full and exclusive rights to such work product, including brochures, reports, websites, software, presentations, or other materials I create or help to create for MAM, and any intellectual property rights in or derivatives of such work product. Accordingly, I: (a) assign to MAM all rights, title, and interest worldwide in the work product; (b) grant to MAM an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in the work product that cannot be assigned to MAM; and (c) waive enforcement against MAM of any rights in the work product that cannot be assigned or licensed to MAM.

## Publicity

Unless I check beside "I do not" below, I consent to the use by MAM of my image, voice, name and/or story in any format, including video, print, or electronic (collectively, the "Materials"), as MAM may deem appropriate to promote its programs. MAM may make the Materials available at its discretion to third parties, on MAM's website, in MAM's publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product or to receive any payment. I grant to MAM all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

I do not wish to be included in MAM publicity Materials.

## I Understand I Am Not an Employee

I understand that (i) I am not an employee of MAM and I am not covered by or eligible for any form of MAM benefits or workers compensation, (ii) my volunteer work is unpaid, (iii) the work that I do will not displace permanent employees. I may choose at any time not to participate in an activity, or to stop my participation entirely, with MAM.

## General Provisions

I understand that this agreement will be binding for the duration of my involvement with MAM's programs. This is the final, complete, and exclusive agreement between MAM and me, and supersedes all prior or contemporaneous communications or understandings, either oral or written. This agreement will be binding to the fullest extent permitted by law. If any provision of this agreement is found to be illegal, invalid or unenforceable, the remaining terms will be effective.

## Minors Who Volunteer

I understand that if I am under the age of 18, I must have parental consent and abide by the rules assigned to volunteering as a minor.

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Volunteer Name

Volunteer Signature

Date

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Parent's/Guardian's Name (if under 18)

Parent's/Guardian's Signature

Date