

Waiver of Liability, Assumption of Risk, Indemnity, and Confidentiality Agreement

Representations: I wish to voluntarily participate in the Rocky Mountain Bird Observatory dba Bird Conservancy of the Rockies (hereinafter referred to as "BCR" or "the Organization") Volunteer Program ("Program") with an address at 14500 Lark Bunting Lane, Brighton, CO 80603. I represent that I am in good health and in proper physical condition to safely engage in the Program. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Program.

Understanding of Relationship:

As an **ongoing Volunteer**, I have successfully completed the Criminal Background Check, a Volgistics profile, the Anti-Harassment/Non-Discrimination Policy Acknowledgment Form, and signed the Waiver of Liability, Assumption of Risk, Indemnity, and Confidentiality Agreement. I acknowledge and understand that acceptance to, and participation in, the BCR Volunteer Program **does not make me an Employee of the Organization. I further understand and agree that the Volunteer Program does not entitle me to any monetary or non-monetary (i.e.: payment in-kind) compensation or benefits of any kind.** I hereby release BCR from all claims, liabilities, costs and expenses (including attorneys' fees) arising out of my participation in the Program. Further, I understand and agree that I am providing assistance without any express or implied promise of future employment. I further understand and agree that I will not post any Organization information relating to my visit to BCR on Facebook, Twitter, social media site, or any other internet website. I further understand and agree that I will not blog about events that take place within the Organization. I agree to these restrictions because I understand that I do not have a right to publish BCR confidential information nor do I have the right to bring any publicity to BCR, except with the prior written consent of the Organization Executive Management. Whenever this agreement ends, the Confidentiality & Copyrights Assignments section below will continue to apply indefinitely.

As a **one-time Volunteer**, I have signed the Waiver of Liability, Assumption of Risk, Indemnity, and Confidentiality Agreement. I acknowledge and understand that acceptance to, and participation in, the BCR Volunteer Program **does not make me an Employee of the Organization. I further understand and agree that the Volunteer Program does not entitle me to any monetary or non-monetary (i.e.: payment in-kind) compensation or benefits of any kind, including unemployment insurance benefits, and that I will be solely responsible for any injury sustained by me while I am present on the Organization premises, traveling in a vehicle or participating in any other off-site activity regardless of location, so long as it relates to my volunteer involvement.** In the event of injury or illness during my participation in the Program, I authorize BCR to administer and/or secure medical treatment on my behalf, and I agree to accept responsibility for the full expense of such medical care along with other related expenses such as ambulance transportation. I hereby release BCR from all claims, injuries, liabilities, costs and expenses (including attorneys' fees) arising out of my participation in the Program. Further, I understand and agree that I am providing assistance without any express or implied promise of future employment. I further understand and agree that I will not post any Organization information relating to my visit to BCR on Facebook, Twitter, social media site, or any other internet website. I further understand and agree that I will not blog about events that take place within the Organization. I agree to these restrictions because I understand that I do not have a right to publish BCR confidential information nor do I have the right to bring any publicity to BCR, except with the prior written consent of the Organization Executive Management. Whenever this agreement ends, the Confidentiality & Copyrights Assignments section below will continue to apply indefinitely.

Insurance Coverage: As a **one-time Volunteer**, I understand that BCR does not undertake to provide health, accident, disability, hospitalization, personal property, or other insurance to **one-time** participants in the Program. I affirm that I have appropriate medical insurance in the event that medical attention is needed for me by reason of my participation in the Program.

Confidentiality & Copyrights Assignments: During my participation in the volunteer program and if my volunteer participation is discontinued for any reason whatsoever thereafter, I agree to hold in strictest confidence, and not to use, except for the benefit of the Organization to the extent necessary to perform obligations to the Organization, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Organization in each instance, any Confidential Information (as defined below) that I obtain, access or create during the term of volunteering, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. I further agree not to make copies of such Confidential Information except as authorized by the Organization and that I will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information. The foregoing does not grant me a license in or to any of the Confidential Information.

"Confidential Information" means information and physical material not generally known or available outside the Organization and information and physical material entrusted to the Organization in confidence by third parties. Confidential Information includes, without limitation: (i) Organization Inventions (as defined below); (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, developments, inventions, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, lists of, or information relating to, employees, interns and consultants of the Organization including, but not limited to, the names, contact information, jobs, compensation, and expertise of such interns, employees and consultants, lists of, or information relating to, suppliers and customers including, but not limited to, clients of the Organization on whom I called or with whom I became acquainted during my volunteer involvement, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to me by the Organization either directly or indirectly, whether in writing, electronically, orally, or by observation.

"Inventions" means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. I understand this includes, but is not limited to, any method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I understand that "Organization Inventions" means any and all Inventions that I may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of volunteering.

I further agree I will assign and do hereby assign to the Organization, or its designee, all right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, drawings, discoveries, ideas, trademarks, or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, related to the Organization's business, which I solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, with the use of Organization's equipment, supplies, facilities, assets, or Organization Confidential Information, or which may arise out of any research or other activity created in the scope of my volunteer participation.

In consideration for my volunteer participation at the Organization, and disclosure of the information, I also agree that: (1) on the end of my association with the Organization, I will promptly return all Proprietary Information and all copies, extracts, and other objects or items in which

it may be contained or embodied; (2) I will promptly notify the Organization of any unauthorized release of Proprietary Information within my control; (3) I agree to follow the Organization's strict policy that employees, interns, and volunteers must not disclose, either directly or indirectly, any information, including any of the terms of this Agreement, regarding compensation to any person, including other employees of the Organization; provided, however, that I may discuss the terms of this Agreement with members of my immediate family and any legal, tax or accounting specialists who provide I with individual legal, tax or accounting advice; and (4) I understand and agree that any breach by me of the provisions in this section could cause the Organization to suffer irreparable harm and no adequate remedy at law would be available in respect thereof. Accordingly, I agree that upon any such breach, the Organization shall be entitled to seek equitable relief, as well as such further relief as may be granted by a court of competent jurisdiction.

Choice of Law: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Colorado, U.S.A.

Miscellaneous: (1) If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby; (2) the failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights; (3) neither party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other party; (4) this Agreement reflects the entire agreement regarding the terms and conditions of my volunteer involvement. Accordingly, it supersedes and completely replaces any prior oral or written communication on this subject; and (5) this Agreement may not be modified or amended except by a written agreement, signed by the Organization and by me.

Assumption of Risk: I understand and acknowledge the physical and mental rigors associated with the Program and that accidents and injuries commonly happen in the course of activities, often without fault on the part of the participants or the Program Organizers. I understand this list is not exhaustive; common risks include: travel to and from home and Program location, overnight stay, lab accidents, food poisoning, theft, car accident, plane accident, tripping, slipping, falling, drowning, etc. Such accidents may cause damage to or loss of personal property, physical injury or even death. By electing to participate in the Program, I understand that I am accepting the risk of accidents and injuries that might arise out of my participation. I understand that these risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Program, or the acts, inaction or negligence of the Released Parties defined below, and I voluntarily assume any and all risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Program.

Waiver of Liability: In consideration of being permitted to participate in the Program, I hereby release, discharge and agree to hold harmless BCR (including but not limited to the Program Organizers), BCR's trustees, officers, faculty members, employees, agents, advisors or any one or more of them, or their executors, administrators, heirs or assigns (the "Released Parties") from any and all claims, demands, damages, costs, expenses, actions and causes of action, present or future, on account of injuries to my person or property caused in whole or in part by the active or passive negligence of the Released Parties, arising out of or in connection with my participation. I intend for this release and indemnity agreement to protect the Released Parties from any and all claims, demands, damages, costs, expenses, actions and causes of action, present or future, of my executors, personal representatives, heirs and assigns, or any other person or entity, on account of injuries to my person or property, including injuries resulting in my death. I also recognize and agree that the Released Parties assume no responsibility for any liability, damage, or injury that I might sustain due to the intentional or negligent acts or omissions of any other person participating in the Program.

Indemnification and Hold Harmless: In further consideration of my being permitted to participate in the Program, I, for myself and for my executors, personal representatives, heirs and assigns, hereby assume full responsibility for the risks, foreseen or unforeseen, of property damage, injuries, or death to myself or to others arising out of my participation. I agree to indemnify and hold harmless the Released Parties from all claims, demands, damages, costs, expenses, actions and causes of action, present or future, including but not limited to costs of medical treatment and reasonable attorneys' fees, that may accrue to any person or entity as a result of any property damage, injuries, or death, caused by me or arising out of my participation in the Program.

Severability: I expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to bring legal action or assert a claim against BCR. I acknowledge that by signing below, I am signing the agreement freely and voluntarily and affecting a complete and unconditional release of all liability to the greatest extent allowed by law.

Volunteer Signature: _____ **Date:** _____

Printed Name of Participant: _____

Email: _____ **Phone:** _____

Emergency Contact Name: _____

Relationship: _____ **Phone:** _____

THE FOLLOWING INFORMATION IS REQUIRED FOR MINORS LESS THAN 18 YEARS OF AGE:

Legal Guardian Signature: _____ **Date:** _____

Printed Name of Participant: _____

Relationship to Volunteer: _____

Email: _____ **Phone:** _____