



# TEAM HAPPY.ORG

*Inspiring The Next Generation of First Responders*

## ORGANIZATIONAL MEMORANDUM OF UNDERSTANDING AND RELEASE FROM LIABILITY AGREEMENT

A. Voluntary Program Participation: I acknowledge that I have voluntarily applied to participate in the TEAM HAPPY FOUNDATION (THF) Internship Program or Volunteer Project, a program or project to advance the THF mission. I understand that as an intern or volunteer I will not be paid for my services. I further agree that my participation in the project may be terminated at any time by TEAM HAPPY FOUNDATION (THF).

B. Assumption of Risks: I AM AWARE THAT BY PARTICIPATING IN THE INTERNSHIP PROGRAM OR PROJECT, I MAY BE EXPOSED TO PERSONAL INJURY, DEATH OR DAMAGE TO MY PROPERTY AS A RESULT OF MY ACTIVITIES, THE ACTIVITIES OF OTHER INTERNS/VOLUNTEERS, OR THE CONDITIONS UNDER WHICH MY VOLUNTEER SERVICES ARE PERFORMED. I further understand and agree that by participating in the Internship Program or Volunteer Project, that I may become exposed to biological and chemical hazards unique to this event including, but not limited to, exposure to mold, mold spores, and chemicals used in the treatment and removal of mold and mold spores. That exposure to mold and mold spores carries with it certain risks including, but are not limited to: allergic reactions, irritation associated with volatile organic compounds (VOCs), invasive disease, mycotoxicosis. These risks are increased if I am elderly or suffer from immune system deficiencies due to disease, chemotherapy, or other causes. Infants are also susceptible to increased risks and I understand that I should make every effort to avoid exposing family members to contaminated clothing or tools. WITH KNOWLEDGE OF THESE RISKS, I AGREE TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY, DEATH OR DAMAGE TO MY PROPERTY, AND I VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE \_\_\_\_\_.

C. Release: In consideration of the opportunity afforded me to participate in the Internship Program or Volunteer Project, I hereby agree that I, my successors, assignees, heirs, guardians and legal representatives, will not make any claim against TEAM HAPPY FOUNDATION (THF), or any of its affiliated organizations (DISASTER PREP ACADEMY, HAPPY BOOKS, BIG WANDA BOOKS, BLANKET HAITI), or their officers, directors, or employees, or any suppliers of any materials or equipment that are used during the project, any of the project volunteers or sponsors, or any service recipients participating in the project, for injury, death, or damage resulting from the act or omissions of any person or entity, however caused, arising from my participation in the project. I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.

D. Media/Photographic Release: I do hereby grant and convey unto TEAM HAPPY FOUNDATION (THF) and/or any person authorized by them all rights, title, and interest in any photographs, recordings, interview, videotapes, motion pictures or similar visual or

auditory recordings made by TEAM HAPPY FOUNDATION (THF) during my activities with respect to the project, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Images may be used in social media outreach.

E. Medical Treatment: I do hereby release and forever discharge the TEAM HAPPY FOUNDATION (THF) parties named above from any claim whatsoever which arises on account of any first aid, treatment or service rendered in connection with my work on the project.

F. Code of Conduct. It is expected that every volunteer will conduct him/herself as an ambassador of his/ her organization and as such will treat others with respect, courtesy, and dignity. In addition all volunteers at any TEAM HAPPY FOUNDATION (THF) event will be expected to:

- + Obey all local, state, and federal laws
- + Respect local customs, culture and practices
- + Behave in a courteous, respectful manner, refraining from language, actions contrary to TEAM HAPPY FOUNDATION (THF) expectations.
- + Refrain from the use of illicit drugs, and any other illegal substances according to local, state, and federal laws. These items must not be used or possessed at any time or under any circumstances and are prohibited at all times by volunteers throughout the duration of the event. Use or possession of such substances may result in criminal prosecution
- + Refrain from sexual harassment consisting of but not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. These actions will not be tolerated in any manner at the project. Any reported incident of sexual harassment will result in the immediate removal from the project and all related activities
- + Refrain from activities that endanger self or others
- + Respect at all times the facilities, equipment, rooms, buildings, and surroundings used throughout the project
- + Report accidents, injuries, and illnesses to project organizers immediately
- + TEAM HAPPY FOUNDATION (THF) reserves the right to notify law enforcement as it deems necessary and appropriate
- + Become familiar with the rules, regulations and safety guidelines issued by the manufacturer or seller of any tool, product, or material used during the course of the project and not to violate said rules

Knowing and Voluntary Execution: I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACT AND A RELEASE OF LIABILITY BETWEEN MYSELF AND TEAM HAPPY FOUNDATION (THF) AND I SIGN IT OF MY OWN FREE WILL. BY SIGNING THIS AGREEMENT, I CERTIFY THAT I AM EIGHTEEN YEARS OF AGE OR OLDER. If under 18 years of age, adult witness must sign waiver.

PRINT NAME/DATE: \_\_\_\_\_

SIGN HERE: \_\_\_\_\_