

VOLUNTEER AGREEMENT

This Volunteer Agreement (the “Agreement”) is made as of earliest date set forth on the signature page, by and between: Girls Inc. of San Diego County, a California nonprofit corporation (“GISD”) and the undersigned volunteer named on the signature page (“Volunteer”) (each a “Party” and collectively the “Parties”), to enable Volunteer to serve as a volunteer mentor to girls enrolled in one or more programs provided by GISD. The Parties hereby agree as follows:

1. Volunteer Responsibilities

Volunteer’s responsibilities as a volunteer mentor shall, but not be limited to the following:

- Serve as adult mentor and point of contact to under-served girls in San Diego;
- Provide direct service to girls by engaging in educational activities with them;
- Provide support and guidance to help girls identify their own strengths and resources
- Build a trust relationship with girls by sharing experience and giving advice;
- Assist with coordinating and trouble-shooting in a classroom setting;
- Contribute specific professional skillsets to activities i.e. coding expertise, job and college counseling;
- Any other duties or responsibilities assigned by the Program Coordinator.

2. Training and Supervision

Prior to starting as a volunteer mentor, Volunteer agrees to read the Volunteer Handbook and attend a GISD Volunteer Webinar or in-person training. GISD will provide ongoing oversight from supervising staff to provide direction. Volunteer agrees to attend all mandatory training and orientation sessions.

3. Code of Conduct and Volunteer Handbook

In Volunteer’s capacity as a volunteer mentor for GISD for GISD and in the performance of the Volunteer Responsibilities, Volunteer will adhere to the GISD Code of Conduct attached hereto as Exhibit A. Volunteer further represents and warrants that s/he has received and read the Girls Inc. of San Diego County Volunteer Handbook and that s/he understands and will abide by all policies, practices, and procedures contained therein.

4. GISD Information and Materials

From time to time, Volunteer will receive materials from GISD, which may include pamphlets, activity suggestions, books or equipment (the “Materials”). Volunteer shall use the Materials solely in connection with serving as a volunteer mentor and performing the volunteer responsibilities set forth herein and for no other purposes.

5. No Employment Relationship, Compensation, Benefits or Reimbursements

The position of volunteer mentor is an unpaid volunteer position. Volunteer agrees, acknowledges, represents and warrants that: (a) Volunteer will perform all duties of the position on a voluntary basis for charitable or humanitarian reasons; (b) there is no employment relationship between Volunteer and GISD and Volunteer is NOT an employee, agent, consultant, independent contractor or any other similar capacity of GISD; (c) Volunteer will not receive remuneration, compensation or payment of any kind for serving as a volunteer mentor and does not expect to receive remuneration, compensation or payment of any kind from any source, including but not limited GISD; (d) GISD has not promised, nor otherwise implied, that Volunteer will receive any remuneration, compensation or payment of any kind for serving as a volunteer mentor; (e) Volunteer not otherwise employed by GISD; (f) Volunteer is responsible for paying, and GISD will not reimburse, all costs, expenses, and fees incurred by Volunteer including costs associated with a mandatory background check, transportation costs, mileage reimbursement, or meal costs; (g) Volunteer is not, and will not be, entitled to any employment or other benefits, including without limitation, employment insurance benefits upon the termination of this agreement or as a result of this service; and (h) Volunteer will not represent to be or hold himself/herself out as an employee of GISD.

6. Indemnity

To the fullest extent permitted by applicable law, Volunteer shall protect, defend, indemnify and hold harmless GISD, its directors, officers, employees, and agents against any and all losses, liabilities, fines, penalties,

claims, actual damages, judgments, and costs (including reasonable attorney's fees) arising from any claim against GISD, which relate to or arise out of any acts or omissions of Volunteer.

7. Release of Liability

VOLUNTEER, ON BEHALF OF HIMSELF/HERSELF AND HIS/HER ASSIGNEES, HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES, ACKNOWLEDGE AND AGREE NOT TO SUE OR OTHERWISE MAKE OR INSTITUTE ANY CLAIM AGAINST GISD OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS FOR INJURY, DAMAGE OR OTHER LOSS RESULTING FROM ANY ACTS, HOWEVER CAUSED, BY ANY OF GISD DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS IN CONNECTION WITH, AS A RESULT OF, OR RELATING TO VOLUNTEER'S SERVICE AS A VOLUNTEER MENTOR, OTHER THAN ANY SUCH ACTS CAUSED BY OR RESULTING FROM THE WILLFUL MISCONDUCT OF GISD OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS. TO THE EXTENT PERMITTED BY LAW, VOLUNTEER HEREBY RELEASES AND DISCHARGES GISD AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ALL ACTIONS, CLAIMS OR DEMANDS THAT VOLUNTEER, OR HIS/HER ASSIGNEES, HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES NOW HAVE, OR MAY HAVE IN THE FUTURE, FOR ANY INJURY OR DAMAGE RESULTING OR ARISING FROM OR RELATED TO THE VOLUNTEER'S SERVICE AS A VOLUNTEER, OTHER THAN ANY SUCH INJURY OR DAMAGE ARISING FROM OR RELATED TO THE WILLFUL MISCONDUCT OF GISD, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS. VOLUNTEER EXPRESSLY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

8. Accident, Illness, Damage, or Injury

Volunteer understands, agrees and acknowledges that participation as a volunteer may require periods of standing, sitting, lifting and carrying up to 50 pounds and will require the exercise of reasonable care to avoid accident, illness, or injury. Volunteer is acting as a volunteer mentor and undertaking the responsibilities described herein with knowledge of the hazards and potential dangers involved. Volunteer knowingly and voluntarily agrees to accept and assume any and all risks of personal injury and property damage sustained in connection with, during, or as a result of Volunteer serving as a volunteer mentor.

Volunteer understands, agrees and acknowledges that if s/he suffers personal injury or property damage in connection with, during or as a result of serving as a volunteer mentor, Volunteer is not covered by GISD's insurance or worker's compensation policy or program.

Volunteer expressly authorizes GISD to seek emergency medical treatment on his/her behalf in case of injury, accident or illness to him/her arising from his/her involvement as a volunteer. Volunteer understands and agrees that s/he will be solely responsible for medical costs incurred by such accident, illness or injury.

9. Academic Credit and Letters of Recommendation

If the volunteering hours are completed within a school volunteering program, GISD will provide support for academic credit as needed, i.e. reports, review etc. A standard issue letter detailing hours, program, and conduct can be provided on request.

10. Use of Likeness

GISD may produce or participate in the production of video, motion picture, audio recording, web page, or still photograph productions, broadcasting, and/or publication which may involve the use of Volunteer's name, photo, likenesses, or voices. Such productions will be used for non-commercial educational, exhibition, promotional, advertising, or other purposes by GISD and will not be sold to other school systems or educational professionals or for commercial use by any person. Such productions may be copied, edited and distributed by GISD in the manner described above. The undersigned Volunteer understands and consents that his/her name, photo, likeness, or voice may be used in the manner described above, and grants GISD full rights to use and reuse the video, motion picture, audio recording, web page, or still photograph. The undersigned Volunteer hereby grants this consent without limitation. This release and consent shall inure to the benefits of assigns,

licenses and legal representatives of GISD as well as the party(ies) for whom GISD took the video, motion picture, audio recording, web page or photograph, and the heirs and assigns of Volunteer.

11. Entire Agreement

This Agreement constitutes the sole and entire agreement of the GISD and Volunteer with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

12. Severability

If any term or provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of Volunteer, and Volunteer's heirs, executors, assigns and administrators, and it shall inure to the benefit of GISD and each of its successors or assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

14. Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of California, regardless of California's choice of law provisions.

15. Continuing Effect

Notwithstanding any termination of this agreement, the terms of Sections 4, 5, 6, 7, 8 and 10 shall survive termination and remain in full force and effect indefinitely.

16. Amendment and Waiver

No amendment or modification of this Agreement shall be binding unless it is in writing signed by GISD and Volunteer. The waiver by either Party of a breach of any provision of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach by such Party.

17. Counterparts

This Agreement may be executed by facsimile or electronically (in PDF format) in one or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS.

Girls Inc. of San Diego County

Volunteer

By:

Name:

Its:

Date:

Date:

EXHIBIT A CODE OF CONDUCT

The mission of Girls Inc. of San Diego County is to provide research-based programming and life-changing support that helps girls in the county overcome gender, economic, and social barriers so they may see college as attainable, resist peer pressure and explore professional fields in STEM that have to date been non-traditional for women. In doing so, Girls Inc. of San Diego County supports the Girls Inc. National mission to inspire all girls to be Strong, Smart, and Bold. All volunteers shall do their part to further these missions. In addition to abiding by the specific rules that follow, all volunteers shall act in the best personal and educational interest of all girls and other program participants.

Responsibility: Volunteers shall prepare for programming sessions and arrive promptly to sessions. They shall not possess or be under the influence of alcohol or illegal drugs, and they shall refrain from using tobacco products in the presence of program participants. They shall notify the GISD Program Coordinator within 24 hours if arrested for a misdemeanor or felony.

Professionalism: Volunteers shall refrain from using profanity, telling inappropriate jokes, wearing inappropriate clothing, and sharing intimate details of their personal lives in the presence of program participants. They shall not exchange personal information with children and shall not contact children outside of program hours without permission from children's parents.

Confidentiality: Volunteers shall maintain the confidentiality of program participants. Volunteers are permitted to take photos of girls during the session after verifying with the GISD Program Coordinator that the girls in question have a signed photo release form. These photos may NOT be shared on any public platform. Volunteers shall not disclose or disseminate program participants' personal information, such as identifying information, photographs, or educational records, to anyone beyond the GISD Program Coordinator.

Nondiscrimination: Volunteers shall treat all girls, parents, other volunteers, and GISD staff with respect regardless of age, race, gender, religion, culture, socio-economic status, or disability.

Positivity: Volunteers shall work with girls in a positive manner. They shall use techniques such as encouragement, positive reinforcement, and redirection. They shall never physically or verbally abuse girls.

Safety: Volunteers shall not carry firearms or other weapons in the presence of program participants.

Child Abuse Prevention: The GISD Program Coordinator and Program Intern are Mandated Reporters, and have been trained as such. If a Volunteer suspects child abuse, s/he must report the suspicion to the Program Coordinator immediately.