

Newberry Soil & Water Conservation District (NSWCD)  
Keep Newberry County Beautiful (KNCB)

<b>Volunteer Full Name:</b>	
<b>Gender:</b>	<b>Date of Birth:</b>
<b>Food Allergies/Preferences:</b>	
<b>E-MAIL:</b>	
<b>Mailing Address:</b>	
<b>Cell Phone Number:</b>	
<b>Emergency Contact:</b>	
<b>Emergency Contact Phone Number:</b>	

NSWCD & KNCB appreciates your help in accomplishing our mission. In exchange for being allowed to volunteer with the NSWCD & KNCB, I, the Volunteer, enter into this Agreement to clearly define the relationship through which I will provide services to the NSWCD & KNCB. This Agreement is entered pursuant and subject to the Volunteer Protection Act of 1997, 42 U.S.C. §§ 14501, *et seq.*, and S.C. Code Sections 8-25-10 through 8-25-50 (1976 as amended) for the activities generally stated in the attached Volunteer Job Description. I agree to comply with rules and policies, including but not limited to NSWCD & KNCB's anti-harassment policy and policies on conflicts of interest, applicable to my volunteer activities and to coordinate those activities with the NSWCD KNCB Coordinator and understand failure to do so may result in my dismissal from the volunteer program. I further understand that I may be eligible for reimbursement for incidental expenditures directly related to service provided to the NSWCD & KNCB, but I must first obtain written approval from the NSWCD & KNCB Coordinator prior to incurring the expenditure.

Liability Limitations and Acknowledgement of Risks – I, the Volunteer, accept and understand that I am subject to both the benefits and limitations of the South Carolina Tort Claims Act pursuant to S.C. Code Section 8-25-40. I understand I may be exposed to potential risks from environmental conditions (for example, lightning, fire, smoke, heat, cold, swimming, diving, sharp objects, *etc.*), rigorous activities, exposure to wildlife and insects, vehicles, boats, equipment, tools, weapons, allergens, first aid or medical treatment for injuries, and others over which NSWCD & KNCB may or may not have any control. Taking into consideration my personal health and access limitations for some work locations, I acknowledge that I have the ultimate responsibility to determine whether I can safely participate before engaging in specific volunteer activities.

Because I am not an employee of and receive no compensation or employment benefits from the NSWCD & KNCB. I will not be eligible for workers compensation protections. Accordingly, I hereby release and hold harmless NSWCD & KNCB and its officials, employees, and agents from any liability to me for any injury, accident, harm, or other damage to me that arises out of my participation in the volunteer program. To the extent authorized by law, my activities as a volunteer may be covered by the NSWCD & KNCB's liability insurance coverage for third party claims against me, as provided through the Insurance Reserve Fund.

Photo, Audio, Video Release – I grant the NSWCD & KNCB permission to use photographs, pictures, audio, and/or video broadcasts or recordings of me (collectively, “Content”) as described below. NSWCD & KNCB may use the Content on the internet and similar platforms/applications, in broadcasts, and in any print or digital form including public presentations, publications, educational materials, derivative works, or similar uses. I understand and agree that the Content may be edited, copied, exhibited, published, or distributed and waive the right to inspect or approve the finished product or any derivative works. I also understand and agree that I may be identified by name and/or title in information that might accompany the Content. My release of Content to NSWCD & KNCB is a royalty-free, nonexclusive, and permanent / irrevocable right to reproduce, publish, republish, or otherwise use the Content and has no geographic limits. If acquired by or provided NSWCD & KNCB, I agree that the Content is and shall remain the property of the NSWCD & KNCB. I warrant and represent that this grant and release of Content does not in any way conflict with any existing commitment I have made. I forever release KNCB, its trustees, employees, and agents from all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of the Content, including but not limited to any claims for invasion of privacy, appropriation of likeness, or defamation.

Background Check Authorization – Volunteers working with minors under the age of 18, or in certain other circumstances, must first have a criminal background check. I authorize the NSWCD & KNCB to conduct a criminal background check on me before I start my volunteer activities and to periodically conduct additional checks. If I am charged with any crime after I begin my volunteer activities with NSWCD & KNCB, I agree to promptly notify the NSWCD & KNCB of the charge and agree that NSWCD & KNCB may suspend me from the volunteer program until the charge is resolved. Additionally, if I am convicted of any criminal charges after I begin my volunteer activities with NSWCD & KNCB, I agree to promptly notify the NSWCD & KNCB of the conviction or terminate my volunteer relationship. If convicted of a criminal charge, I understand NSWCD & KNCB may terminate my participation in the volunteer program.

By signing this Agreement, I acknowledge that I have completely read and fully understand and agree to be bound to these terms. Additionally, I warrant that I am eighteen (18) years old or more and competent to contract in my own name or, if not, that my parent or legal guardian has signed this Agreement below. This Agreement is binding on me and my heirs, assigns and personal representatives.

### **Volunteer**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

