



PARTNERS IN DEVELOPMENT
FOUNDATION

VOLUNTEER/INTERN/TRAINEE ACKNOWLEDGMENT AND AGREEMENT FORM

I, _____, offer and agree to serve as a volunteer, intern, or trainee at Partners in Development Foundation (PIDF), a Hawai‘i nonprofit corporation. In consideration for being permitted by PIDF to serve as a volunteer, intern, or trainee (individually and/or collectively, a “volunteer”), I acknowledge and agree to the following:

Certification. I certify that my answers on this Acknowledgment and Agreement Form (“Form”) are true and complete and that I have not knowingly withheld any information that might, if disclosed, affect my opportunity to volunteer unfavorably. I understand that any misrepresentation or omission of facts on this Form could be cause for denial of the opportunity to volunteer.

Non-Employee Status. I am not an employee of PIDF. I offer and agree to serve as a volunteer without any expectation of an employment relationship, express or implied, and without any expectation that I will receive wages, compensation or benefits, including, but not limited to accident or medical insurance.

Compliance with Safety Guidelines. I have thoroughly read and confirm that I understand and agree to comply with the [attached](#) safety guidelines while serving as a volunteer.

Compliance with Standards of Conduct and Instructions. I will comply with the [attached](#) standards of conduct, and follow the instructions given to me by the PIDF employee(s) with whom I am assigned to perform my volunteer services. I agree to participate in any training required in order to perform the volunteer services.

Informed Consent & Voluntary Assumption of Risk. I have been informed of and understand the various aspects of PIDF’s program(s) and activities with which I will serve as a volunteer, including the inherent dangers, hazards, and risks. For example, volunteers may be asked to assist with tasks such as outdoor farming, weeding, planting, harvesting, painting, sewing, and other activities indoors and/or outdoors, which may involve the use of hand tools and/or other equipment. I knowingly and voluntarily assume all dangers, hazards, and risks, both known and unknown, associated with those program(s) and activities.

Privacy and Confidentiality. As a volunteer, I may be provided or may have access to information, records, or other material which may contain personal, private and confidential information, the disclosure of which is prohibited by law or by PIDF policies. This information, records, or other material may include, but is not limited to the following:

- (1) donor information (*e.g.*, names, addresses, telephone numbers, and information about finances, past donations, gifts, pledges, investments, wills, trusts, estates and real estate)
- (2) program applicant or participant information (*e.g.*, names, addresses, telephone numbers), and
- (3) information that is confidential or proprietary to PIDF (*e.g.*, PIDF strategies, practices or plans that PIDF wishes to maintain as private and proprietary) (collectively, the “Confidential Information.”).

As a condition to volunteering with PIDF, I agree that I will take all necessary steps to maintain the privacy and confidentiality of the Confidential Information and that I will not disclose such information to any person or entity other than those authorized by PIDF.

Intellectual Property. I understand and agree with PIDF’s policy that all trademarks, copyrights, patents, know-how, goodwill, and tangible property developed by employees and others, including visitors such as volunteers and interns and participating in PIDF programs or using PIDF funds or facilities, are owned by PIDF, and that I will not obtain any ownership or proprietary interest therein.

Waiver and Release of Liability; Indemnity; Limitation of Damages. I forever and unconditionally release PIDF and its present and former officers, employees, managers, partners, insurers, board of directors, agents, and representatives (“released parties”) from any and all claims, actions, damages, liabilities, losses, costs and expenses in any way arising out of, or resulting from, my service as a volunteer with PIDF, including, without limitation, any and all claims, actions, and liabilities for death, injury, loss or damage, regardless of whether or not such injury, loss or damage was caused by the negligence, gross negligence, or wanton act or omission of PIDF or any of the released parties. I further agree to defend and indemnify the released parties, and to hold the released parties harmless, from any and all liabilities, claims, actions, damages, expenses (including, without limitation, court costs and reasonable attorney’s fees) and losses of any kind or nature whatsoever in any way arising out of, or resulting from, my service as a volunteer with PIDF, to the maximum extent permitted by law.

Media Release. I understand that my name, voice, image, likeness, and other personal identifiers may be recorded using microphones, cameras, or other media while I serve as a volunteer with PIDF and/or participate in PIDF’s programs or activities. I grant to PIDF and its successors and assigns the unrestricted right, authority, and permission in perpetuity and throughout the world to use, copy, edit, reproduce, perform, display, publish, transmit, distribute, and create derivative works from my name, voice, image, likeness, and other personal identifiers, in any and all manners including, but not limited to signage, banners, television, radio, print advertisement, posters, brochures, direct mail, newsletters and online media (including, but not limited to PIDF’s website, Facebook, Instagram, etc.), and all other advertising and promotional materials and formats, whether in print or electronic form, and whether or not currently known or in existence (the “Materials”) and without compensation. I waive any right to inspect and approve the Materials or any advertising copy that may be used with the Materials, or any uses to which they may be applied.

Release/Termination. I understand that PIDF has the right to release me as a volunteer at any time and without prior notice or reason. I understand that I may terminate my volunteer services at any time without prior notice or reason.

Governing Law. This Form shall be governed by and construed in accordance with the laws and decisions of the State of Hawaii.

Headings. The headings in this Form are for convenience only and do not in any way limit, alter, or affect the matters contained in this Form.

Signature of Volunteer

Date

Signature of Parent or Guardian of Minor

Date