

## I. VOLUNTEER AGREEMENT

This Agreement is intended to indicate the seriousness with which we treat our volunteers. The intent of the Agreement is to assure you both of our deep appreciation of your services and to indicate our commitment to do the very best we can to make your volunteer experience here a productive and rewarding one.

School on Wheels, Inc. agrees to accept your services and we commit to the following:

1. To provide information, training, and assistance to aid you in meeting your responsibilities to provide academic tutoring to homeless children assigned to you at the location where you are placed.
2. To provide you supervisory aid and to provide feedback on performance.
3. To respect your skills, dignity and individual needs.
4. To be receptive to any comments you may have regarding ways in which we might mutually better accomplish our respective tasks.

I acknowledge that I have initiated the request for an opportunity to volunteer.

I am not currently working for School on Wheels, Inc. as an employee, as an employee of a temporary agency assigned to work at School on Wheels, Inc., or as an independent contractor providing services to School on Wheels, Inc..

I agree to serve as a volunteer tutor of School on Wheels, Inc. and commit to the following:

1. I will perform my volunteer duties to the best of my ability.
2. I will serve as a volunteer without receiving any monetary compensation or other financial benefits for my service.
3. While volunteering on behalf of School on Wheels, Inc., I agree to abide by all rules, regulations, policies, procedures, practices and instructions of School on Wheels, Inc. and to use reasonable care in all that I do. My compliance with School on Wheels, Inc. policy includes the responsibility to respect the highest level of privacy and confidentiality of School on Wheels, Inc. and its students' information. In particular, I confirm that all information I learn about the volunteers and donors of School on Wheels, Inc. and the people it services (including name, address, financial and health information) is strictly confidential and I agree not to disclose such confidential information.
4. I will meet time and duty commitments, or to provide adequate notice so that alternate arrangements can be made.
5. I understand that my volunteer work with School on Wheels, Inc. involves risks and I expressly assume all such risks myself, including, but not limited to, injury or disease associated with my volunteer work. School on Wheels, Inc. shall not be responsible for my security, health or safety.
6. I agree to perform all work to the highest professional standards and agree not to engage in inappropriate conduct whether on the property of School on Wheels, Inc. or elsewhere while performing services for School on Wheels, Inc. Inappropriate conduct includes, but is not limited to: use of alcohol or being under the influence of alcohol on the property of School on Wheels, Inc. or elsewhere while performing services for School on Wheels, Inc.; possession or use of an illegal drug or controlled substance on the property of School on Wheels, Inc. or elsewhere while performing services for School on Wheels, Inc., unless under the direction of a certified physician; the distribution, sale or purchase of an illegal drug or controlled substance; harassment or threats, inappropriate touching or making sexually suggestive comments or gestures, violent behavior, misuse or theft of the assets of School on Wheels, Inc. or the assets of others with whom School on Wheels, Inc. provides services.
7. I understand that I or School on Wheels, Inc. can end my volunteer status at any time, with or without cause, by giving notice to the other.

## II. VOLUNTEER ASSUMPTION OF RISK, GENERAL RELEASE AND INDEMNITY

I hereby represent and agree, to and in favor of School on Wheels, Inc. Inc., a California nonprofit organization, as follows:

The Volunteer agrees and certifies as follows:

1. The Volunteer provides his/her services to School on Wheels, Inc., Inc. of the Volunteer's own free will, without promise, expectation, or receipt of remuneration. The Volunteer is not an employee or agent of School on Wheels, Inc., Inc. for any purpose and the Volunteer's services are not controlled nor mandated by School on Wheels, Inc., Inc.

2. The Volunteer agrees to serve as a volunteer at the discretion of School on Wheels, Inc. and to abide by the policies and procedures as explained to him/her by School on Wheels, Inc. during School on Wheels, Inc. volunteer orientation, or while involved in any volunteer training or activity.

3. The Volunteer understands and agrees that it is possible that the Volunteer may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, the Volunteer's negligent or intentional acts, or the negligent or intentional acts of others; that School on Wheels, Inc. has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the Volunteer or the Volunteer's property while the Volunteer is engaged in volunteer service; and that the Volunteer hereby takes full responsibility for himself/herself and assumes the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself/herself and his/her property.

4. Volunteer (on his/her behalf and on behalf of his/her heirs, executors and assigns) agrees to release, indemnify and hold harmless, School on Wheels,

Inc., its respective officers, employees, volunteers, and agents (the "Released Parties") from any and all liability and claims, arising from or related to his/her volunteer service with School on Wheels, Inc., including, but not limited to events that may occur or conditions that may exist at any school or facility, any injury, accident, or death, or any loss of, damage to, or destruction of my property, whether or not such injury, death, damage, loss, or destruction is caused or alleged to be caused by the negligence or fault of the Released Parties.

5. The Volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the Volunteer's negligent or intentional acts during Volunteer service, and that to avoid such harm, the Volunteer must exercise care and act responsibly in serving others.

6. If any injury or loss to another does occur due to the Volunteer's intentional actions or due to Volunteer's negligent actions arising outside of the scope of the Volunteer's activities, the Volunteer must accept the liability for and repair, or make reparations for, the harm done.

7. Since Volunteers are not School on Wheels, Inc.' employees, School on Wheels, Inc. does not provide worker's compensation coverage for injuries or illnesses to the Volunteer arising out of Volunteer activities.

8. Volunteer understands and agrees that he/she will not be covered by or eligible for any medical or other insurance coverage provided by School on Wheels, Inc. or any worker's compensation, death or disability benefits. Volunteer has been encouraged to obtain his/her own medical or health insurance coverage (or to ensure that his/her current coverage applies to his/her volunteer activities with School on Wheels, Inc.) and agree that School on Wheels, Inc. is not responsible for paying any of my medical bills.

9. Consent to Medical Care: In the event that Volunteer require medical care during my volunteer service, I hereby grant permission (i) to School on Wheels, Inc. to select medical personnel to provide such medical care and (ii) to such medical personnel to administer such medical care to me as such medical personnel deem necessary. I expressly authorize School on Wheels, Inc. to disclose to such medical personnel any of my "protected health information" (as such term is defined under the Health Insurance Portability and Accountability Act of 1996) in connection with such medical care.

10. In projects where the Volunteer will be transporting others in a non-School on Wheels, Inc. owned vehicle, the Volunteer will be required to provide proof of automobile insurance in order to participate.

11. The Volunteer must maintain his/her own automobile liability insurance when driving a non-School on Wheels, Inc. vehicle to cover potential medical and other costs related to the Volunteer service; and the Volunteer is also encouraged to maintain property and life insurance coverage while serving as a Volunteer.

12. All costs for injury or loss above the coverage provided by the Volunteer's insurance are the Volunteer's personal responsibility.

13. The terms set forth in this Agreement are intended to be as broad and inclusive as permitted by the laws of the State of California, and this document shall be governed by and interpreted in accordance with the laws of the State of California. The provisions of this Agreement

are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions or parts thereof shall nevertheless be binding and enforceable.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK AND RELEASE AGREEMENT, AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MY SELF AND SCHOOL ON WHEELS, INC., I AM AGREEING TO THESE TERMS OF MY OWN FREE WILL.

### III. CONSENT AND AUTHORIZATION FOR FINGERPRINTING AND CRIMINAL RECORD REPORT

I desire to be considered for an assignment as a volunteer worker at School on Wheels, Inc. I understand that School on Wheels, Inc. must obtain my fingerprints and a criminal record report from the Federal Bureau of Investigations ("FBI") to consider me for a volunteer work assignment. I hereby voluntarily consent to providing my fingerprints to School on Wheels, Inc. and authorize the Financial Industry Regulatory Authority to use my fingerprints to obtain a criminal record report from the FBI and to provide the resulting information and report to School on Wheels, Inc. I understand it is my choice whether to provide my fingerprints and authorize a criminal record report to be provided to School on Wheels, Inc., and I do so voluntarily. I also understand that School on Wheels, Inc. may receive periodic updates regarding any criminal records pertaining to me if I am selected to perform services for School on Wheels, Inc.