



Volunteer Agreement
Mommy Sue's Children,
a Pennsylvania Not for Profit
Corporation

PO Box 125, Chester Heights, PA 19017

This agreement is by and between Mommy Sue's Children (Mommy Sue's), located with a mailing address at PO Box 125, Chester Heights, PA 19017 and (Name), an individual volunteer.

WHEREAS Mommy Sue's is a nonprofit charitable organization that provides support of basic literacy and other charitable endeavors. Mommy Sue's also fosters international goodwill and understanding by working with local educational institutions and organizations, principally in Haiti. Mommy Sue's desires to allow volunteers to travel to and view their projects to meet the objective of supporting basic literacy; and WHEREAS Volunteer desires to accept responsibility and travel informally with Mommy Sue's to view the organizations it supports in Haiti, and to aid in furtherance of this objective now therefore in consideration of the premises, promises and mutual benefits and intending to be legally bound, the parties hereto agree:

1. **TERM.** The term of this agreement shall be from the signature date to the end of travel and return home.
2. **RESPONSIBILITIES OF THE PARTIES.** The Volunteer's responsibilities shall include travel to/from destinations designated by Mommy Sue's and activities acceptable to the Volunteer in connection with the health, welfare and social needs of students and the school(s) and the community at such destinations and such other duties incident thereto as determined by and at the discretion of the Volunteer.
 - a. **AIR TRANSPORTATION:** Mommy Sue's will coordinate Volunteers in making air travel arrangements to the destination at the sole cost and expense of the Volunteer.
 - b. **TRIP CANCELLATION/POSTPONMENT. Cancellation:** If the trip is canceled for any reason after airline tickets have been purchased, the volunteer will assume the costs and responsibility for any loss incurred on airline tickets.
 - c. **VISAS AND ENTRY/EXIT TAXES:** All volunteers are responsible for complying with the host country's entry/exit immigration requirements and for the costs incurred in obtaining those permits/visas, including any applicable entry/exit taxes.
 - d. **GROUND TRANSPORTATION:** Mommy Sues may arrange ground transportation in the mission city. Ground transportation includes vehicle(s) to transport volunteers from the airport to the lodging on the arrival date, vehicle(s) to transport volunteers from lodging to the school, as needed, and back for each programmed day and vehicles to transport volunteers from lodging to the airport on the return date.
 - e. **ACCOMMODATIONS.** Mommy Sue's normal lodging arrangements include breakfast and dinner. The Volunteer shall be responsible for am/pm breaks and lunch) and lodging/housing during the programmed dates of the mission. Mommy Sue's shall not be responsible for any expenses incurred by any volunteers before and/or after the mission dates. Volunteer agrees to pay any and all personal expenses not provided by Mommy Sue's.
 - f. **WAIVER OF LIABILITY AND INSURANCE.** Volunteer waives all liability of Mommy Sue's for his/her conduct whether negligent or not, to the fullest extent allowed by law. Volunteer is advised by Mommy's Sue's and expressly assumes responsibility for procuring at his/her own expense health, life, travel, emergency evacuation and repatriation insurance. If the volunteer decides to not obtain insurance, he/she assume responsibility for costs incurred during a health/accident incident. **Mommy Sue's shall have no responsibility to provide insurance coverage of any kind for the Volunteer or to cover any costs incurred during a health/accident incident during the mission.**
 - g. **ILLNESS/ACCIDENT.** If Volunteer, because of illness or injuries, must return home, Mommy Sue's will assist in arranging, but does not guarantee, arrangement of such transportation. Mommy Sue's does not assume any responsibility for any costs of medical care or treatment for Volunteer (including without limitation trip cancellation/interruption, evacuation and repatriation and any other emergency costs).



h. Mommy Sue's strongly suggests that Volunteers purchase Health and Trip Insurance for the mission (see sec. "f" above). Mommy Sue's shall not, in any case or under any circumstances, be liable for damages from any injury or damage incurred if suffered by the Volunteer while serving pursuant to and during and after the term of this Agreement.

- i. **PUBLISHED MATERIALS.** Volunteer acknowledges and agrees not to release, publish, display, broadcast, perform, produce or sell materials in any medium or venue that depicts, describes, quotes or involves Mommy Sue's or Mommy Sue's name or logo without Mommy Sue's prior and express written permission. This includes but is not limited to print and electronic mediums and promotional materials. Such permission may require advance review of said materials. Volunteer further acknowledges and agrees that any and all Mommy Sue's logos, promotional materials, printed materials or photographs may not be used without Mommy Sue's prior and express written permission. This agreement shall remain in full force and effect for a period of five years from signing. Volunteers are authorized to use stories and photographs for the volunteer's own purposes. However, all blog postings newspaper and magazine articles are subject to approval by Mommy Sue's.
- j. **UNLAWFUL HARASSMENT.** Volunteer acknowledges and agrees to abide by the Unlawful Harassment Policy of Mommy Sue's without fail and at all times during participation in a Mommy Sue's mission or Mommy Sue's event of any kind. Mommy Sue's Unlawful Harassment Policy prohibits sexual harassment, including requests for sexual favors or similar conduct of a sexual nature or the creation of a hostile environment related to sexual harassment of an explicit or implicit nature. Mommy Sue's also prohibits harassment based on gender, pregnancy, childbirth or related medical conditions, sexual orientation, race, religion, creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age or any other basis protected by federal, state or local law, ordinance or regulation as well as retaliation for reporting or threatening to report harassment.
- k. **TERMINATION BY VOLUNTEER.** The Volunteer may terminate any involvement with Mommy Sue's prior to end of the term of this Agreement for any reason.
- l. **TERMINATION BY MOMMY SUE'S.** Mommy Sue's reserves the right to terminate this contract at any time. If the contract is terminated by Mommy Sue's during a visit to another country, Volunteer agrees to leave the team immediately and incur in ALL costs for the trip interruption. Any team member who by his or her behavior, poor judgment, or physical or mental disability endangers the wellbeing of a fellow volunteer, or who compromises a good relationship with our hosts, will be prohibited from further participation in the mission.
- m. **RELATIONSHIP.** Volunteer is not an employee or agent of Mommy Sue's but is a representative of Mommy Sue's values and objectives as a volunteer.
- n. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of Pennsylvania, USA, and if any dispute arises hereunder, it shall be arbitrated before the American Arbitration Association in Media, Pennsylvania.

In witness whereof, the parties have executed this VOLUNTEER AGREEMENT this ____ day of _____, 2018.

[Signature box for Chief Executive Officer (CEO)]

Chief Executive Officer (CEO) Signature

[Signature box for Volunteer]

Volunteer's Signature

Volunteer Information *(Please type or print clearly):*

Address _____

Home Phone _____ Work Phone _____

Fax _____ E-mail _____

Emergency Contact

Name _____

Relation to Volunteer _____ Cell _____

Home Phone _____ Work _____ Phone _____

Fax _____ E-mail _____

I voluntarily agreed to participate in an international trip (the "Program") affiliated with Mommy Sue's. I acknowledge that there may be significant potential dangers and risks as a result of the occurrence of events during my participation in the program which might cause personal injury or sickness, death, or damage to my own property. I agree to participate in the program at my own risk, and I assume all risks of any kind associated with such participation. I acknowledge that I have read the information from the U.S. State Department concerning the host country, and I have done any additional research on the host country that I feel is necessary to allow me to make an informed decision to take part in the program. In consideration of Mommy Sue's sponsorship of the program, and its decision to allow me to participate, I hereby waive, release and forever discharge Mommy Sue's, and its employees, agents, directors, sponsors, promoters, and volunteers from any and all liability, claim, damage, loss cost or expense arising from or attributable in any way to any of the events enumerated in the preceding paragraph or any action, omission to act, or negligence of any such person or organization in connection with the sponsorship, organization or performance of services associated with the trip, including related travel.

Volunteer's Signature

Waiver: Insurance & Inoculations/Vaccinations. Medical Acknowledgment.

I hereby assume all responsibility for procuring at my own expense the health, life, malpractice, travel, emergency evacuation and repatriation insurance that Mommy Sue's requires that all volunteers (Medical and Non-Medical) have. Mommy Sue's shall have *no responsibility* to provide insurance coverage of any kind for me or to cover any costs incurred during a health/accident incident during the mission. I acknowledge that Mommy Sue's requires all volunteers to have vaccinations for Hepatitis A (series of two shots), Hepatitis B (series of three shots), and recommends a Tetanus booster. *(Please specify the dates in which you received these immunizations):*

Hepatitis A _____ Hep A _____ Hep B _____ Hep B _____ Tdap (Tetanus/Diphtheria /Pertussis) _____

If, for any reason I have not either completed or commenced all of the above vaccinations, I agree to hold Mommy Sue's harmless for any damages, direct or indirect, from exposure to such infections.

I am aware that a typical Mommy Sue's mission may involve a) Long hours, b) Limited or no climate control, c) reliance on local hosts to provide food, and little, if any control over the quality or menu, e) Accommodations that are often basic with at least two persons to a room, f) limited or no access to drugs, g) limited or no access to emergency medical care for ailments.

I hereby certify, taking into consideration the above factors, I am physically able to attend and participate fully in this mission.

Volunteer's Signature