



NATIONALHISPANICINSTITUTE

2019-2020 NHI Volunteer Agreement and Release of Liability

Volunteer's Role and Responsibilities

Volunteers of the National Hispanic Institute (NHI) act as administrative support staff, student mentors and above all, public representatives of NHI at programs, training sessions, and events. All official Volunteers must undergo a full background check and certification training on NHI policies, procedures, educational and training philosophy, and Volunteer duties. NHI retains the right to terminate the relationship with an official Volunteer during NHI programs involving minors because of but not limited to: (a) engaging in conduct constituting moral turpitude; (b) being arrested for or charged with criminal conduct; (c) engaging in consumption of alcoholic beverages, possession or illicit use of any controlled substance;* (d) engaging in conduct that endangers NHI or that is against the best interests of NHI; (e) inappropriate romantic relationships, whether intimate, sexual, and/or any other type of amorous encounter or relationship; (f) sexual and discriminatory harassment; (g) threatening or intimidating another individual, whether verbally or written; (h) carrying weapons or firearms on site at NHI programs; (i) hazing or any acts that could be considered hazing; or, (j) for any reason that NHI determines as a proper reason for termination. *As used in this policy, controlled substances include any drug that is illegal under federal or state law, or that is legally obtainable but has not been legally obtained. The term includes prescribed drugs which are not being used for the prescribed purpose or in the prescribed manner. **Despite some state laws, marijuana for medical or recreational use is a Drug Enforcement Administration listed Schedule I controlled substance and therefore is prohibited.* In addition to the foregoing, Volunteers agree to strictly adhere to, and be bound by, NHI'S CODE OF PROFESSIONALISM AND ETHICS, a current version of which can be found at <https://www.nationalhispanicinstitute.org/our-values/>.

Volunteer's Rights

NHI underwrites the room and board for all official Volunteers at all summer program sites. Volunteers are responsible for their travel expenses to and from the destination city. Volunteers must also provide their own transportation to and from local airports, bus stations, and program sites, and/or make arrangements with other Volunteers prior to attending. As key members of NHI and in recognition of their dedication and commitment, Volunteers are afforded the opportunity to undergo exclusive staff and curriculum training by senior NHI trainers, designated agents, and executive staff. Only official NHI volunteers are covered under the organization's camp insurance.

Volunteer's Conduct and Professionalism

Volunteers agree to maintain strictly professional relationships with all individuals at program sites, training sessions, and events, including student participants, fellow Volunteers, NHI staff, NHI visiting alumni, guests, parents, and event facilities staff. Volunteer staff is assigned to supervise student participants throughout the program and therefore, are not permitted to leave campus other than for official NHI off-campus events, once the program has commenced.

Volunteers agree to dress professionally at all NHI programs and events. Collared shirts or blouses, dress pants, knee-length skirts, ties and jackets constitute appropriate business attire. Shirts with thin straps or strapless shirts are not permitted; shoulders should be covered at all times appropriate casual clothing may be worn during free time and informal training events.

Volunteers agree to be aware of personal conduct at all times. Inappropriate conduct, inappropriate language, romantic relationships, and other unacceptable behaviors are not allowed. Any form of sexual conduct and use of illegal drugs, marijuana, or alcohol by Volunteers constitutes grounds for IMMEDIATE removal from NHI programs. This may also lead to membership and/or official Volunteer suspension or revocation by the organization's governing body.

Volunteer's Agreement to Take All State-Required Tests and File Forms Required by the University Host and/or NHI

Some universities require certification training to prevent sexual harassment or separate forms to sign to maintain compliance with their respective institutions and/or state laws. The undersigned Volunteer agrees to complete these forms if asked by NHI, the host institution or state/federal law.

Volunteer Processing/Certification Fee – \$45.00*

This fee underwrites the 2019-2020 certification, training, certificate, background checks, university forms, and camp liability insurance coverage for Volunteers acting on behalf of NHI. This fee is not charged to: Parent Chaperones, On-site Directors, Secretaries of State, Educational Directors, NHI contractors, NHI employees, NHI Board Members, or Special Guests. **Volunteers at the Northeast*

*Great Debate do **not** pay NHI. NE GD and CWS volunteers apply directly to the Federal Criminal History Record Information (approx. \$27.00); Pennsylvania State Police Access to Criminal History (PATCH) (approx. \$10.00); Penn. Dept. of Public Welfare Child Abuse History Clearance (approx. \$10.00)."*

Volunteer's Agreement to Protect NHI Property

As recipients of exclusive NHI staff and curriculum training, Volunteers agree to keep training curriculum, materials, logos, slide shows, and program concepts as intellectual property of NHI. Volunteers also agree to return all loaned equipment, such as laptops, power cords, cameras, props, and otherwise to NHI. Volunteers shall maintain in the strictest confidence any information, written and expressed, disclosed or received through NHI program training and shall only disclose and distribute information and material to those employers, organizations, individuals, and NHI-authorized students.

Volunteers agree not to replicate, attempt to replicate, or create programs similar to that of NHI. Use of NHI material outside of sanctioned NHI activities (which materials include, but are not limited to, any and all information obtained and/or held by NHI or its affiliates relating to employees, students or volunteers) shall be considered a violation of this Volunteer Agreement, and any such violation shall entitle NHI to pursue legal action.

This agreement sets forth the understanding between parties, as to the subject matter hereof. No modification, amendments, or supplements to this agreement shall be effective for any purpose unless in writing, signed by the Volunteer in question and an authorized representative of NHI.

Volunteer Release from Liability

In consideration of the privilege of serving as a Volunteer of NHI, you agree to release and hold NHI, its directors, employees and lead Volunteers harmless from any and all claims, demands and liabilities for property damage, personal injury and/or death to you or to your property, arising from your Volunteer activities with NHI. You also agree not to sue, or to commence any legal action, complaint, or charge against NHI, its directors, employees and lead Volunteers regarding any matter covered by this Volunteer Agreement and Release of Liability. In addition, you agree that NHI shall have the unrestricted right to publish any videotape or photographic image of you for any commercial, educational, research, and training purposes including publication, commercial advertising and promotions of every description.

Media relations (who is authorized to speak to the media)

Because of the importance and sensitivity of communication with the media, including public forums (including industry conferences), all inquiries or correspondence from the media or requests for public speaking engagements should immediately be directed to the National Hispanic Institute headquarters. Unless otherwise authorized in a particular situation, the only person who is permitted to speak or correspond with the media or appear in public on behalf of the National headquarters is the assigned representative of the NHI President. Any exceptions to this policy must be approved, in writing, by the President or Executive Vice President. Any violation of this policy is strictly prohibited and may be subject to disciplinary action, up to and including termination of membership.

Social Media

Protect NHI's Goodwill, Brands and Business Reputation. You are personally responsible for what you communicate in social media. Remember that what you publish might be available to be read by the masses (including the company itself, future employers and social acquaintances) for a long time. Keep this in mind before you post content.

Make it clear in your social media activity that you are speaking on your own behalf. Write in the first person and use your personal e-mail address when communicating via social media.

If you disclose your affiliation as a Volunteer of NHI, it is recommended that you also include a disclaimer that your views do not represent those of NHI. For example, consider such language as "the views in this posting reflect my personal views and do not represent the views of the organizations with which I affiliate."

Use good judgment about what you post and remember that anything you say can reflect on NHI, even if you do include a disclaimer. Always strive to be accurate in your communications about NHI and remember that your statements have the potential to result in liability for you or NHI. NHI encourages professionalism, and honesty in social media and other communications. Any violation of this policy is strictly prohibited and may be subject to disciplinary action, up to and including termination of membership.

Volunteer Emergency Health Care Authorization

In case of an injury or illness, whether real or suspected, during your Volunteer service by NHI, you authorize and give permission to take you or arrange for emergency transportation to a doctor or hospital for medical diagnosis or treatment, including but not limited to emergency surgery or medication, and you assume the responsibility of all related fees and expenses arising there from.



2019-2020 NHI VOLUNTEER SIGNATURE PAGE

By signing below, you acknowledge that you have carefully read the **2019-2020 Volunteer Agreement and Release of Liability**, and agree with its terms as binding on you, your heirs, legal representatives, successors and assigns.

Falsifying application materials, including failure to disclose criminal convictions, deferrals of adjudication, sex offender registration, community supervision or other pre-trial diversion or disposition, is grounds for termination of volunteer position. Further, applicants/candidates must report in writing any changes in criminal history during the period of volunteer service.

If you are under 18, you must obtain the consent/signature of a parent/guardian who is legally responsible for you as reflected below.

First Name _____ M.I. _____ Last Name(s) _____

Home Address _____ High School _____

City _____ State _____ ZIP _____ Country _____

Date of birth (mm/dd/yyyy) _____ Cell Phone # _____ E-mail _____

Will you be enrolled in college in 2019 or 2020? Yes _____ No _____ If "yes" where? _____

I, _____ (Print Name)
certify to the best of my knowledge and ability that the information provided above is true and correct in every respect.

Signature of Volunteer _____ **Date (mm/dd/yyyy)** _____

Emergency Contact _____ Phone _____

I will be 18 years old by or before August 31, 2020: _____ YES _____ NO (If "no", the PARENT SIGNATURE is required.)

If "yes" please fill out and submit the **2019-2020 Authorization for a Background Check** (attached).

I, the undersigned parent/guardian of a Volunteer under the age of 18 years, consent to the participation of the minor child identified above as a Volunteer with NHI. My signature indicates that I have fully read this document, am legally responsible for the child identified and am qualified to sign this agreement. I hereby consent and agree to the terms of this Agreement and Release of Liability on behalf of my child/guardian and agree that it shall be binding upon me, my heirs, legal representatives and assigns.

Parent/Guardian Signature _____ **Date** _____

Print Parent/Guardian Name _____

Log in to your NHI Volunteer record to upload this form at www.nationalhispanicinstitute.org

-OR-

Email to volunteer@nhimail.com with your name in the subject line. Call 512-357-6137 with questions.