

## **VOLUNTEER PERMISSION AND RELEASE AGREEMENT**

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Big Brothers Big Sisters of Guelph (THE "AGENCY")

The Agency and Big Brothers Big Sisters Canada ("BBBSC") are separate entities and this Agreement is between me and the Agency.

1. By applying to volunteer with the Agency ("Volunteer Application") and signing this Agreement, I acknowledge, understand and accept that:
  - (a) I am a legal resident of Canada and have reached the age of majority in the province or territory in which I reside. I acknowledge and agree that if I have not reached the age of majority of the province or territory in which I reside, my parent or legal guardian will also need to sign this Agreement in order for my Volunteer Application to be considered;
  - (b) There is no obligation on the Agency to accept my Volunteer Application or assign me as a volunteer into a mentoring program (a "Mentoring Program") and the Agency may terminate my involvement in a Mentoring Program in its sole discretion and without reason;
  - (c) If I am accepted as a volunteer, my involvement in a Mentoring Program is not intended to create and shall not be construed as creating either an employee–employer relationship or a contract for services that would allow me to receive a salary, compensation, payment or any benefits, monetary or otherwise; and
  - (d) If I am accepted into a Mentoring Program, I understand that I will be required to enter into a confidentiality agreement with the Agency, and I agree to abide by the volunteer position description(s) and code(s) of conduct established by the Agency, including any applicable guidelines, Standards and policies.

2. **Assumption of Risk, Release and Reimbursement:**

I acknowledge, understand and accept that:

- (a) I am responsible for all risks associated with my involvement in a Mentoring Program including, without limitation, the risk of bodily or psychological harm or injury.
  - (b) Subject to local laws, I agree not to sue the Agency, BBBSC and/or any of their member agencies in respect of any such injury or claim resulting from my participation in a Mentoring Program, my Volunteer Application, the acceptance or denial of my Volunteer Application, the Alumni Program and/or my association with the Agency or BBBSC.
  - (c) I understand that I am fully responsible for any damage to my personal vehicle and/or property during my volunteer involvement in a Mentoring Program and that neither BBBSC nor the Agency insures personal vehicles or property belonging to its volunteers;
  - (d) I agree to reimburse the Agency and/or BBBSC and/or any of their member agencies for any damages or losses of any kind (including but not limited to the injury of any other person and/or damage to or loss of property) that may arise in connection with my gross negligence, wilful misconduct, or failure to act in accordance with published BBSC policies and guidelines and relating to or arising in connection with my participation in a Mentoring Program or my association with the Agency or BBBSC, including payment of any and all legal expenses of the Agencies, BBBSC and/or any of their member agencies.
3. **Background Check.** I understand that my acceptance into the Mentoring Program will be conditional on my successful completion of a background check, which may include contacting the references included in my Volunteer Application and/or a criminal record check, for the purposes of confirming my suitability for the Mentoring Program. I agree to provide all necessary consents for such background checks.

4. **Privacy Notice.** The personal information provided by me or otherwise collected by the Agency in connection with my application will be used by the Agency for the purpose of evaluating and considering my Volunteer Application and, if accepted into a Mentoring Program, for the purpose of administering the Mentoring Program. This information may include my name, phone number, mailing address, date of birth, results of background check, and driver's license and auto insurance information. My personal information will be maintained by the Agency on a confidential basis and will only be disclosed to the parent(s) and/or guardian(s) of a child with whom the Agency may consider "matching" me in a Mentoring Program, to representatives of a school or institution in connection with my participation in a site-based Mentoring Program, to the BBBSC as required for the purposes of accreditation reviews or legal proceedings and as otherwise required or permitted by law. In the event the Agency ceases operations, any and all information about me held by the Agency will be provided to BBBSC, another BBBSC agency selected by BBBSC, or both and will be used for the purposes set out above.

In the event where it is deemed necessary, any and all information about me held by the agency will be provided to BBBSC, another BBBSC agency selected by BBBSC, or both and will be used for the purposes set out above. No information will be provided to persons or organizations outside of Big Brothers Big Sisters of Canada, and its agencies, about parents, children or volunteers without their express prior written consent except where required by law.

5. **Other Terms of this Agreement.**

- (a) In entering into this Agreement, I am not relying on any oral or written representations other than as set forth in this Agreement.
- (b) This Agreement shall be governed by and construed pursuant to the laws of the Province or Territory in which the Agency is located.
- (c) In the event that any provision or term of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

6. **Media Consent.** Any photographs or video productions taken of volunteers by agency staff at recreational events or match outings, or otherwise authorized by the Executive Director or Board of Directors, may be used by the agency for purposes of promotional material including brochures posters, newsletters, media information, advertisements, audio-visual productions and web pages, such as the Agency website and social media. Photographs or video productions may also be shared with community and school partners and Big Brothers Big Sisters of Canada for program promotion.

If you do not agree with item #6 *Media Consent*, please check here:

**IMPORTANT:** I acknowledge that I have read the terms of this Agreement, have been given an opportunity to obtain independent legal advice, and understand that it represents a waiver of certain of my legal rights, including my right to sue (subject to local laws). I further agree that such limits are reasonable and sign this Agreement freely, voluntarily and without duress.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Parent or Legal Guardian (if required)

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Parent or Legal Guardian Printed Name  
(if required)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date