

**State Capital Publishing Museum
VOLUNTEER LIABILITY WAIVER AND
CONFIDENTIALITY AGREEMENT**

The State Capital Publishing Museum (SCPM) is a non-profit organization with a mission to acquire, preserve and restore the building located at 301 W. Harrison, Guthrie, OK 73044. It is our intent to re-open the building primarily as a Museum, and search for additional community and public uses that will help make the building and SCPM self-sustaining. SCPM regularly engages volunteers in its activities. In consideration for my ability to participate in SCPM activities, by signing below, I, the Volunteer, agree to these statements:

Policies and Safety Rules

For my safety and that of others, I will comply with SCPM's volunteer policies and safety rules and other directions for all volunteer activities.

Awareness and Assumption of Risk

I understand that my volunteer activities may have inherent risks that arise from SCPM's activities themselves, operations, my own actions or inactions, or the actions or inactions of directors, officers, employees, contract employees, other volunteers, and others present at SCPM events. These risks may include, but are not limited to, working at event venues, lifting objects, and performing repetitive tasks. I assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from my presence or participation at SCPM events or participation in SCPM activities, regardless of the cause.

Waiver and Release of Claims

I waive and release any and all claims against SCPM its directors, officers, employees, contract employees, and volunteers (associates), for any liability, loss, damages, claims, expenses and attorney's fees (or attorneys' fees) resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at SCPM events, or participation in activities on behalf of SCPM, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims. I understand that SCPM would only permit me to volunteer with my agreement to these waivers and releases. I also understand this release is intended to be as broad as allowed under Oklahoma law. If any part of this release is found to be unenforceable, that provision is hereby severed, so that all other provisions remain in full force and effect.

Medical Care Consent and Waiver

I authorize SCPM to provide to me, with medical personnel of its choice, medical assistance, transportation, and emergency medical services at my expense. This consent does not impose a duty upon SCPM to provide such medical assistance, transportation, or emergency medical services. Additionally, I waive and release any claims against the associates arising out of any treatment, or medical service, including the lack or timing of such, made in connection with my volunteer activities with SCPM.

Indemnification

I will defend, indemnify, and hold all associates harmless from and against any and all loss, damages, claims, expenses, and attorney's fees (or attorneys' fees) that may be suffered by any associate resulting directly or indirectly from my volunteer activities for SCPM, except and only to the extent the liability is caused by the gross negligence or willful misconduct of the relevant associate.

Publicity and Photo Release

I consent to the unrestricted use of my image, voice, name and/or story in any format including video, print or electronic (materials) that any associate or others may create in connection with my participation in activities at or for SCPM. SCPM may make the materials available at its discretion to third parties, including photos, streamed or other videos, on SCPM's website and internal displays, in SCPM's publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product and acknowledge that I am not entitled to any compensation for creation or use of the finished product.

I do not agree to a photo release. (Initial Here) _____

Special Provisions for Communicable Disease

As we are still in the midst of the Covid-19 pandemic, there does remain SOME INHERENT RISK of contracting the Covid-19 virus. Although the SCPM will take precautions (encouraging social distancing, requiring masks, cleaning, etc.) volunteer recognizes and assumes the risk of contracting Covid-19 or any other communicable disease while working on any SCPM project, whether in the building or away from the building (i.e. running errands, etc.).

Volunteer Confidentiality Statement

During my period of volunteer work, State Capital Publishing Museum (SCPM) may disclose or cause to be disclosed to me, confidential information relating to personnel matters, (including but not limited to salaries, medical treatment or diagnosis, terminations, layoffs or promotions, and disciplinary measures) regarding individual directors, officers, employees, contract employees, other volunteers, financial information regarding contractual arrangements, pricing, letters of agreement or understanding, intellectual property developed by SCPM, identifiable confidential matters, or information regarding prospective business of SCPM.

I recognize such information to be the property of SCPM, and I agree to hold such information in trust and solely for SCPM's benefit and not to disclose such information to those inside or outside SCPM either during or after volunteering, without the written consent of a director of SCPM

Upon leaving service for SCPM, I agree not to take with me, without first obtaining the written consent of a director of SCPM, any document or tangible evidence of confidential information or data belonging to, or under the control of, SCPM, regardless of media used and whether an original or a reproduction.

Volunteer, Not Employee

I understand that:

- I am not an employee of the SCPM.
- I will not be paid for my participation.
- I am not covered by or eligible for any insurance, health care, worker's compensation, or other benefits.
- This waiver binds me, as well as any successor and or assign.

I also represent, under penalty of perjury, that:

- I have never been convicted of a felony.
- I have never been convicted of a misdemeanor involving moral turpitude or violence.

I represent that I am 18 years of age or older; or

I am under 18 years of age. My parent/guardian has reviewed this document and is signing on my behalf.

I agree that I had ample time to review this document before signing. I may choose at any time **not** to participate in an activity, or to stop my participation entirely, with SCPM.

Volunteer Signature: _____ Date: _____

Printed Name: _____

Address: _____

Phone: _____ Email: _____

If under 18 years of age -

Parent/guardian Signature: _____

Printed Name: _____

Volunteer activities include, but may not be limited to:

- Cleaning / sorting / organizing – general interior maintenance
- Mowing / edging / trimming / sweeping – general exterior maintenance
- Lifting and moving books, documents, furniture, and other items
- Inventory and/or inventory prep
- Staging and/or decorating
- Program development – document review and drafting of curriculum