

VOLUNTEER AGREEMENT for Kids International Dental Services



MISSION DATES: _____ **COUNTRY:** _____

THIS VOLUNTEER AGREEMENT (this “Agreement”) is made as of _____, 20__, by and between Kids International Dental Services, a California nonprofit public benefit corporation (“KIDS”), and _____ (“Volunteer”) (each a “Party” and collectively the “Parties”), to enable Volunteer to implement KIDS programs and serve as volunteer for KIDS.

In consideration of the promises and mutual covenants in this Agreement, the Parties hereby agree as follows:

1. Volunteer’s Responsibilities

a) The fundamental mission of KIDS is to provide *pro bono* dental care to impoverished children in developing countries by providing a platform for young dental professionals to perform community service worldwide; and by exposing people of all ages to social service and encouraging them to innovate projects to serve disadvantaged youths in the developing world.

b) Volunteer’s responsibilities (the “Volunteer Activities”) shall include: (i) traveling to a foreign country to participate in a *pro bono* dental care Mission (the “Mission”); (ii) if attending the Mission as a dentist, a dental resident or a dental student, providing *pro bono* dental care; and (iii) for non dental professionals, assisting others who are providing *pro bono* dental care during the Mission. Volunteer further understands and acknowledges that Volunteer will not be compensated for any time spent volunteering or performing the Volunteer Activities, nor will Volunteer be entitled to benefits, including without limitation, employment insurance benefits upon the termination of this Agreement or as a result of this service.

c) In order for KIDS to be able to rely on Volunteer’s commitment to the Mission, Volunteer agrees to participate for no less than one week of the Mission.

2. Code of Conduct

In Volunteer's capacity as a volunteer for KIDS and in the performance of the Volunteer Activities, Volunteer will adhere to the Code of Conduct attached hereto as Exhibit A.

3. Consent to Use of Image

a) Volunteer hereby grants to KIDS, its directors, officers, employees, volunteers and agents the irrevocable unrestricted right to (i) take or record audio, pictures and/or video of Volunteer, either alone or with others, while Volunteer serves as a volunteer for KIDS, (ii) use Volunteer's name (or any fictional name) and (iii) use Volunteer's picture, portrait, likeness or photograph (including without limitation all originals, negatives, prints and transparencies) in any and all forms, media and manners now or hereafter known (collectively, "Images"), without restriction as to changes or alterations, for advertising, promotion, exhibition, or other lawful purposes related to promotion of KIDS or for public relations purposes. Volunteer acknowledges and agrees that KIDS shall own all rights, title and interest in the Images, including the right to register any copyrights. Volunteer waives any right to inspect or approve any Images produced or any finished products incorporating Volunteer's name and/or the Images.

b) Volunteer waives any claim he or she may have based on any use of the Images or works derived therefrom, including but not limited to claims for invasion of privacy or libel.

c) Volunteer understands that KIDS will not use the Images and will not allow participation as a Volunteer without first receiving a copy of this Agreement signed by Volunteer.

4. Indemnity

To the fullest extent permitted by applicable law, Volunteer shall protect, defend, indemnify and hold harmless KIDS, its directors, officers, employees, volunteers and agents against: (a) any and all losses, liabilities, fines, penalties, claims, actual damages, and judgments arising from any claim against KIDS related to or arising out of actions taken by Volunteer, or any failure of Volunteer to take any action, under this Agreement or otherwise; (b) any damages or liability relating to or arising from any use of or modification or alteration to any of the Images; and (c) all costs and expenses (including reasonable attorney's fees) and any penalty, fine, surcharge or interest accrued or payable by KIDS in connection with or in consequence of any liability or claim under clause (a) above.

5. Release

a) As a Volunteer in the Mission, I acknowledge that travel to foreign countries may involve many risks not known to me or to KIDS, which may not be foreseen or reasonably foreseeable by any of the Parties at this time or at the time of the Mission. There may be risks associated with the Mission, and which may not normally be associated with travel in the United States, including, but not limited to, potential exposure to diseases (including the Zika Virus, dengue fever, malaria, hepatitis and various waterborne diseases), terrorism, search and/or seizure of property by customs or other governmental authorities, personal liability, risk of personal injury to Volunteer including disability or death, damage to property belonging to Volunteer and others, and differing customs and legal requirements. Volunteer knowingly and voluntarily agrees to assume any and all risks associated with such travel. In light of the potential for health-related risks, Volunteers should not be pregnant or nursing, and should not have plans to become pregnant in the near future from the date of the Mission.

b) Volunteer and his or her assignees, heirs, guardians, and legal representatives, will not sue or otherwise make any claim against KIDS or any of its directors, officers, employees, or

agents for injury, damage or other loss resulting from any acts, however caused, by any of its directors, officers, employees or agents as a result of or relating to the Volunteer Activities or Volunteer's service as a volunteer, other than any such acts caused by or resulting from the willful misconduct of KIDS or its directors, officers, employees, or agents. TO THE EXTENT PERMITTED BY LAW, VOLUNTEER HEREBY RELEASES AND DISCHARGES KIDS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ALL ACTIONS, CLAIMS, OR DEMANDS THAT VOLUNTEER, OR HIS OR HER HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES NOW HAVE, OR MAY HAVE IN THE FUTURE, FOR INJURY OR DAMAGE RESULTING OR ARISING FROM OR RELATED TO THE VOLUNTEER ACTIVITIES OR VOLUNTEER'S SERVICE AS A VOLUNTEER, OTHER THAN ANY SUCH INJURY OR DAMAGE ARISING FROM OR RELATED TO THE WILLFUL MISCONDUCT OF KIDS, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS.

6. Severability of Provisions

If any provision or any portion of any provision of this Agreement, or the application of any such provision or any portion thereof to any person or circumstance, shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement, and the application of such provision or portion of such provision as is held invalid or unenforceable to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be thereby affected.

7. Term and Termination

This Agreement shall remain in effect until terminated by either Party. This Agreement may be terminated by either Party providing written notice of termination to the other Party.

8. Continuing Effect

Notwithstanding any termination of this Agreement, the terms of paragraphs 1 through 6 and paragraphs 10 through 13 shall remain in full force and effect, and its provisions shall be binding upon Volunteer and Volunteer's legal representatives, successors and assigns.

9. Amendment; Waiver

No amendment or modification of this Agreement shall be binding unless it is in writing signed by KIDS and Volunteer. The waiver by either Party of a breach of any provision of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach by such Party.

10. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the internal, substantive laws of the State of California, without giving effect to the conflict of laws rules thereof.

11. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of Volunteer, and Volunteer's heirs, executors, assigns and administrators, and it shall inure to the benefit of KIDS and each of its successors or assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. This Agreement shall be effective as of the first day of Volunteer's performance of the Volunteer Activities, even if such date precedes the signing of this Agreement. Volunteer represents that he or she has read and understood this Agreement. Volunteer further represents that: (i) Volunteer is 18

years or older (ii) Volunteer is competent to sign this Agreement; (iii) Volunteer understands that, by signing below, Volunteer has given up rights; and (iv) Volunteer has voluntarily signed this Agreement.

12. Entire Agreement

This Agreement represents the entire agreement between the Parties regarding the subject matter hereof and supersedes and replaces any prior agreements to the extent any such agreement is inconsistent herewith.

13. Counterparts

This Agreement may be executed by facsimile or electronically (in PDF format) in one or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the date above.

VOLUNTEER

Name: _____

Signature: _____

KIDS

By: _____

Name:

Title:

PARENT/GUARDIAN SIGNATURE FOR PARTICIPANTS UNDER 18 YEARS OLD

[To be signed in the presence of a Notary Public]

As the parent/guardian of the above-named Volunteer, I agree to the terms and conditions contained in this Agreement and I assume responsibility for the actions or inactions of the Volunteer.

PARENT/GUARDIAN

Name: _____

Signature: _____

State of _____)

County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Affix Seal)

EXHIBIT A

CODE OF CONDUCT

To establish the greatest degree of trust with the communities and children that KIDS serves, Volunteers have a responsibility to provide the highest quality care and to uphold the highest health and ethical standards. We are ambassadors in a foreign country and are expected to uphold and be a model of professional behavior.

1. I will not travel on the Mission unless I am in good health. I recognize that I will be working in close contact with children and others. If, for any reason, I become ill during the Mission, I will not participate unless and until I cannot transmit my illness either to the other team members or the children and community members that KIDS serves. I agree that the team leader will make the final determination whether I can complete the Mission. This rule will be strictly enforced.

2. I will not use or consume alcohol within the eight (8) hours prior to the time the Mission leaves for the site in the morning, throughout the work day, and until the team returns to the hotel. I also agree not to consume any alcohol at any time unless I am 21 years of age, even if the legal drinking age is lower in the country where the Mission is occurring. The use of illegal drugs or stimulants is strictly prohibited. Participants using illegal drugs or stimulants, or violating the alcohol policy, may be asked to leave the Mission immediately and may be prohibited from any further involvement with KIDS. Smoking on site is not allowed.

3. If I am attending the Mission as a dentist, a dental resident or a dental student, I agree to adhere at all times to the Professional Code of Ethics and Conduct of the State Board of Dentistry in which I am, or will be, licensed. I will not allow anyone other than a dentist, dental resident, or a dental student under the supervision of a dentist or dental resident to perform any oral surgical procedures, including but not limited to, tooth extraction, sealant placement, ART restoration and other restorative procedures. I will immediately report to the team leader any violation of this provision.

4. If I am a Volunteer assisting in other aspects of the Mission, I agree that providing a caring and comforting environment for the children is the highest priority. In carrying out this part of the Mission, I agree to assist the team leader in any way he or she deems necessary in order to carry out the KIDS Mission.

5. I understand that I must act professionally at all times during a Mission, and that acting professionally extends to dress and behavior. During clinic times (i.e. while present on a site), I will: (i) always wear scrubs; (ii) always avoid shouting or horseplay; (iii) always photograph with respect, consideration and permission of a guardian (parent, school teacher, principal); (iv) never use items such as drones, model planes, water pistols and similar such items while in clinic rooms (e.g., education, exam, waiting, treatment or post-op areas). At KIDS' sole discretion, both the dental trip leader and volunteer trip leader may make an exception for the use of drones (e.g., to entertain children or to take a group photo outside of clinic rooms during a break). Such exception requires the express agreement of both the dental leader and volunteer leader.