

Volunteer Waiver

This Liability Waiver and Release Agreement, Confidentiality, Intellectual Property, and Code of Conduct Agreement (“Agreement”) is made as of the date of signature below (“Effective Date”), by and between GLOBAL EMPOWERMENT MISSION, INC., including all chartered units (hereinafter referred to as “GEM” or Company”), with headquarters located in Miami, Florida, and _____ (hereafter referred to as “Participant”, “Volunteer”, “I”, “me”, or “my”).

REASONS FOR AGREEMENT

I, the Participant, desire to volunteer with GEM to provide emergency disaster relief services and engage in the activities related to offering these services. I understand that the activities may include, but are not limited to, travel to disaster sites inside and outside the United States; transportation in commercial and GEM and/or partner-owned vehicles; moving and lifting heavy objects; cooking and serving food; and working and inhabiting environments that may be without power, sanitation, or are otherwise damaged by the disaster event.

I also acknowledge that during my volunteer service to GEM (“Volunteer Service”), I will have access to assets (including donations of money and goods/products), and access to or to create (alone or with others) confidential and/or proprietary information and intellectual property that is of value to GEM, and its partners. I understand that this makes my position one of trust and confidence. I understand GEM’s need to protect such assets and limit the disclosure and use of confidential and/or proprietary information and intellectual property. I understand that all restrictions stated below are for the purpose of enabling GEM to fulfill its humanitarian mission, to maintain volunteers, donors, sponsors, beneficiaries, customers, clients, business associates, and partners, to develop and maintain new or unique products and processes, to protect the integrity and future of GEM and to protect the employment and volunteer opportunities of GEM.

I currently have no known physical or mental condition that would impair my capability for full participation as intended or expected of me. Further, I have carefully read the foregoing Agreement and understand the contents thereof and sign this release as my own free act.

LIABILITY RELEASE, WAIVER AND INDEMNIFICATION

1. **Waiver and Release.** I, the Participant, release and forever discharge and hold harmless GEM from any claim or liability that I, the Participant, may have against GEM with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my participation in a disaster relief operation. I also understand that GEM does not assume any responsibility or obligation to provide legal, financial or other assistance, including, but not limited to medical, health, or disability insurance, in the event of injury, illness, death or property damage (insurance requirements below).

2. **Insurance.** GEM does not carry or maintain, and expressly disclaims responsibility for providing any health, medical, or disability insurance coverage for the Participant. EACH PARTICIPANT IS EXPECTED OR ENCOURAGED TO CARRY PERSONAL LIABILITY OR HEALTH INSURANCE PRIOR TO REGISTERING AS A SALVATION ARMY DISASTER WORKER.

3. **Medical Treatment.** Except as to otherwise agreed to by GEM in writing, I hereby release and forever discharge GEM from any claim whatsoever that arises or may hereafter arise on account of any first-aid treatment or any medical services rendered in connection with an emergency during my time with GEM.

4. **Assumption of Risk.** I understand that my time with GEM may include activities that may be hazardous to me, including, but not limited to, cooking and food preparation activities, loading and unloading of heavy equipment and materials, transportation to and from the disaster site, and working in locations damaged by the effects of a disaster. I recognize and understand that my time with GEM may, in some situations, involve inherently dangerous activities. I hereby specifically assume the risk of injury.

5. **Photographic Release.** I grant and convey unto GEM all rights, title, and interest in any and all photographic images and video or audio recordings made by GEM during my work for GEM, including, but not limited to, any royalties, proceeds, or other benefits from such photographs or recordings.

6. **Other.** I understand that it is my desire to further the work of GEM by performing services as a Volunteer, specifically as a Volunteer in Emergency Disaster Services. I undertake to perform said services as a Volunteer, with or without limited compensation/stipend, and that, in performing said services, I acknowledge that I am not acting as an employee of GEM.

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CONFIDENTIALITY, INTELLECTUAL PROPERTY, AND CODE OF CONDUCT AGREEMENT

1. Definitions

“**Confidential Information**” shall include but not be limited to:

- (i) information related to GEM clients, customers, beneficiaries, suppliers, donors (financial, services, and/or goods), employees, volunteers, sponsors or business associates and partners;
- (ii) information relating to GEM’s financial, regulatory, personnel or operational matters;
- (iii) trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical, data and specifications, testing methods, research and development activities, computer Programs and designs.
- (iv) contracts, product plans, sales and marketing plans, business plans and future business plans and Any other information which is identified as confidential by the company;
- (v) all the information not generally known outside of GEM or GEM’ agents, or which was learned, discovered, developed, conceived, originated, or prepared by me in the scope of my volunteering for GEM.

“**Assets**” shall include but not be limited to:

- (i) Money, in any form and/pr currency;
- (ii) Personal property such as goods and products;
- (iii) Confidential information;
- (iv) Intellectual property.

“**Intellectual Property**” shall include but not be limited to:

- (i) all inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs (including improvements and enhancements and regardless of patentability);
- (ii) trade secrets and know-how;
- (iii) all copyrightable material that is conceived, developed, or made by me, alone or with others;
- (iv) trademarks and service marks; and
- (v) all other intellectual property.

Intellectual Property shall include any intellectual property created by me:

- (i) in the course of Volunteer Service or using GEM time, equipment, information or materials; and
- (ii) within one (1) year after termination of Volunteer Service and relating directly to work done during Volunteer Service.

Intellectual Property may be in any form, including but not limited to written, oral, electronic, digital, or other.

2. Obligation of Confidentiality From time to time I may have access to confidential information as defined in Section 1. Such information is confidential and may not be shared with people or entities outside GEM or on internet forums, unless specifically authorized in writing by GEM founder and CEO, Michael Capponi. I agree that I shall not use or disclose, for my or for others’ benefit, either during or after Volunteer Service, any Confidential information.

Media Related Confidentiality: I acknowledge that GEM has appointed specific representatives to service information channels for news media. These representatives are responsible for approval of GEM’s press releases, responding to media inquiries, and coordinating interviews with the media. With the exception of marketing or employment related advertising, as a volunteer, I will refrain from communications with the media about GEM confidential information.

3. Obligation of Civility and Decorum. I understand that as a Volunteer, I am required to protect GEM’s assets, and use them only for appropriate GEM approved activities. I also agree that in relation to my volunteer work for GEM, the following are strictly prohibited:

- (i) insubordination to a manager, or lack of respect and cooperation, including displaying a negative attitude that is disruptive to others or has a negative impact on others;
- (ii) willful and intentional threats, harassment, humiliation, or coercion of other employees, volunteers, visitors, colleagues, clients, guests;
- (iii) Profane or abusive language where the language used is uncivil, insulting, contemptuous, vicious, or malicious;
- (iv) behavior that is rude condescending or otherwise socially unacceptable;
- (v) intentional/willful misrepresentation, misuse, or removal of company assets, documents, and/or records, or documents required by law;

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- (vi) gossiping or exaggerating about other GEM members, including staff, supervisors, managers, directors, board members, founder(s), volunteers, and their personal and family information;
- (vii) behavior that is disruptive to a safe and healing environment;
- (viii) any other action or activity which GEM believes represents an actual or potential threat to the smooth operation, goodwill, or visibility of its humanitarian mission.

4. **Disclosure and Ownership of Intellectual Property.** I shall properly and fully disclose to GEM any and all Intellectual Property, (ii) agree that all Intellectual Property shall be owned by GEM, (iii) agree to and do hereby assign, transfer and convey to GEM the entire right, title, and interest in and to all Intellectual Property, (iv) will execute and deliver any and all documents, take all actions and render any and all assistance reasonably requested by GEM, during or at any time after Volunteer Service, to establish GEM's ownership of, or to enable GEM to obtain patents to or register copyrights of, and Intellectual Property, and (v) acknowledge that all Intellectual Property that is copyrightable subject matter and that qualifies as a "work made for hire" shall be automatically owned by GEM. In the event GEM is unable for any reason whatsoever to secure my signature to any document required to apply for or execute any patent, copyright, or other applications with respect to Intellectual Property, I hereby irrevocably appoint GEM and its authorized officers and agents as my agents and attorneys-in-fact to execute and file any such application and to do all other acts to further the prosecution and issuance of patents, copyrights, or other rights with respect to Intellectual Property with the same legal force and effect as if executed by me. As a reminder, Intellectual Property shall only include intellectual property created by me (i) in the course of Volunteer Service or using GEM time, equipment, information or materials, and (ii) within one (1) year after termination of Volunteer Service and relating directly to work done during Volunteer Service.

5. **Return of Material.** All assets and materials, including but not limited to business information, files, research, records, memoranda, books, lists, computer disks, hardware, software, cell phones and other wireless devices, documents, drawings, models, apparatus, sketches, designs and any other embodiment of Confidential Information or Intellectual Property received by me during Volunteer Service, and any tangible embodiments of such materials created by me, alone or with others, whether confidential or not, my control upon termination of Volunteer Service for whatever or upon the request of GEM. The return of such materials shall take place within twenty-four 24 hours of notice of termination or upon request of GEM, whichever comes first.

I further understand and agree to be bound by these additional terms and conditions:

6. **Liability.** The Volunteer must further understand that the Internal Revenue Service views as unlawful, the unauthorized taking, using, revealing, or communication, whether or not for remuneration, of any GEM's assets, as defined herein, in any way whatsoever. These assets/properties are under the exclusive ownership of a nonprofit humanitarian organization, and the disclosure, use, or taking of any item is a violation of federal law. All violations may be reported and investigated by the Internal Revenue Service. Significant excise taxes, prosecution and penalties can apply to individuals who have violated regulations related to nonprofit organizations.

7. The Agreement shall be governed by the law of the United States and state of Florida without the reference to its conflict of laws provisions.

8. If any portion of any of the provisions of this Agreement shall be declared invalid, illegal or unenforceable by laws applicable hereto, then the performance of the offering provision or provisions shall be excused by the parties and invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

9. I understand that any violation of the terms of this agreement will subject me to immediate removal from my position with GEM, and that GEM may need to seek additional assistance from government authorities. In the event that I take assets, disclose any confidential information in violation of this agreement, I agree that I am liable, without limitation, for any and all costs, claims, and damages (including, but not limited to, any special, indirect, incidental, and consequential damages, and reasonable attorneys' fees and costs) sustained by GEM as a result of theft and/or disclosure. I acknowledge and agree that any disclosure in violation of this agreement will cause irreparable injury to GEM, and accordingly I agree that in addition to any and all other remedies available, GEM shall be entitled to obtain relief by way of a temporary or permanent injunction, with the U.S. District Court for the Southern District of Florida, or the 11th Judicial Circuit Court in and for Miami-Dade County, Florida, as may be appropriate, to enforce the obligations contained in this agreement, without the necessity of posting bond.

10. **Survival of Obligations and Enforcement.** The confidentiality obligations that I have under this Agreement shall survive the conclusion of Volunteer Service, regardless of the reasons or method of conclusion.

COVID-19 SAFETY INFORMATION

GEM can not guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19. In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in GEM events. By attending a GEM event, you certify that you do not fall into any of the following categories:

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1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with the COVID-19, which include but not limited to: fever, cough, and shortness of breath among other listed by the Center for Disease Control; or
2. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and or not yet cleared as non-contagious by state or local public health authorities or the health care team for their treatment.

DUTY TO SELF-MONITOR

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact GEM at info@globalempowermentmission.org if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with GEM.

LIABILITY WAIVER AND RELEASE OF CLAIMS

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with GEM, and I willingly engage in GEM events and/or any other fundraising activities (the "Activity").

RELEASE AND WAIVER

I hereby release, waive and forever discharge any and all liability, claims, and demands of whatever kind or nature against GEM and its affiliated partners and sponsors, including in each case, without limitation, their directors, officers, employees, volunteers, and agents (the "Released Parties"), either in law or in equity, to the fullest extent permissible by law, including but not limited to damages or losses caused by the negligence, fault or conduct of any kind on the part of the Released Parties, including but not limited to death, bodily injury, illness, economic loss or out of pocket expenses, or loss or damage to property, which I, my heirs, assignees, next of kin and/or legally appointed or designated representatives, may have or which may hereafter accrue on my behalf, which arise or may hereafter arise from my participation with the activity.

ASSUMPTION OF RISK

I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties.

I represent that the above restrictions and obligations are necessary to protect GEM/BSTRONG legitimate humanitarian interests, and that these restrictions will not prevent me from earning a livelihood.

BY PROVIDING INFORMATION ABOVE AND PROVIDING YOUR SIGNATURE BELOW, YOU ARE AGREEING TO GEM'S DISASTER RELIEF VOLUNTEER LIABILITY WAIVER AND RELEASE AGREEMENT, AND CONFIDENTIALITY, INTELLECTUAL PROPERTY, AND CODE OF CONDUCT AGREEMENT. YOU WILL BE REQUIRED TO HAVE A VALID ID WHEN VOLUNTEERING.

PRINTED NAME OF PARTICIPANT

SIGNATURE OF PARTICIPANT

IF YOU ARE A MINOR, YOUR PARENT OR GUARDIAN MUST COMPLETE:

PARENT/GUARDIAN PRINTED NAME

PARENT/GUARDIAN SIGNATURE

PARENT/GUARDIAN EMAIL

PARENT/GUARDIAN CELL PHONE

PARENT/GUARDIAN ADDRESS