

PICTOU COUNTY MARINER SWIM CLUB – Volunteer COACH Agreement

“Organization” refers to: PICTOU COUNTY MARINERS SWIM CLUB

First Name: _____

Last Name: _____

Address: _____

City / Postal Code: _____

Cell Phone: _____

Alt Phone: _____

Birth Date: _____

Email Address: _____

Gender Identity: _____

Other Information: _____

The Volunteer and the Organization have agreed to enter into a volunteer relationship and wish to reflect the terms of their agreement in writing;

THIS VOLUNTEER AGREEMENT CONFIRMS that the Parties have mutually agreed as follows:

Volunteer

1. The Parties agree and acknowledge that the relationship intended by this description of expectations is NOT legally binding agreement or employment relationship.

Criminal Record Check

2. Upon the request of the Organization, the Volunteer agrees to obtain and submit materials required by the Organization’s *Screening Policy*. Failure to participate in the screening process will result in ineligibility to volunteer with the Organization.

Responsibilities of the Volunteer

3. The Volunteer will:
 - a) Comply with the Bylaws, policies, procedures, rules and regulations of the Organization, including complying with any contracts or agreements executed with or by the Organization
 - b) Devote his or her full time and attention during volunteer hours to the business and interests of the Organization
 - c) Complete the duties as described in **Appendix A**, if any
 - d) Comply with the following expected standard of ethical conduct at all times, while volunteering with the Organization:
 - i. Demonstrate through words and actions the spirit of sportsmanship, sports leadership and ethical conduct
 - ii. Treat others with respect and refrain from negative or disparaging remarks or conduct
 - iii. Ensure the rules of the sport and the spirit of such rules are adhered to
 - iv. Avoid and reject the non-medical use of drugs or methods
 - v. Refrain from any behaviour that constitutes harassment, where harassment is defined as comment or conduct directed towards an individual or group, which is offensive, abusive, racist, sexist, degrading or malicious

- vi. Refrain from any behaviour that constitutes sexual harassment, where sexual harassment is defined as unwelcome sexual advances or conduct of a sexual nature
- vii. Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
- viii. Adhere to all Federal, Provincial, Municipal or host country laws

Expenses

4. Upon the approval of the Organization, the Organization will reimburse the Volunteer reasonable out-of-pocket expenses properly incurred in the course of volunteering for the Organization payable in accordance with the Organization's established procedures and approved rates upon the Volunteer submitting an expense claim and applicable receipts.

Confidential Information

5. Confidential Information includes, but is not limited to, software, know-how, trade secrets, technical personal information, and business information relating to the Organization's plans, development models, inventions, products, services, finances, customers, members, marketing, future business and sponsorship plans and any other information which is identified as confidential by the Organization. It also includes third party information which is received by the Organization in confidence, including information received from clients, customers, potential business partners, sponsors, buyers and others.
6. The Volunteer agrees:
 - a) Agrees not to publish, communicate, divulge or disclose to any unauthorized third party or parties any Confidential Information, without the prior written consent of the Organization.
 - b) Not to allow other persons or third parties access to the Confidential Information.
 - c) To comply with privacy legislation.
 - d) To use Confidential Information solely as may be required in connection with the Volunteer's responsibilities to the Organization.

Image Release

7. The Volunteer authorizes the Organization to photograph and/or record his or her image and/or voice and to use this material to promote the Organization through the media of newsletters, websites, television, film, radio, print and/or display form. The Volunteer further consents that the materials and copyright will remain the sole property of the Organization.

Intellectual Property

8. Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases, brands and other works produced by the Volunteer will be owned solely by the Organization, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes. Upon the request of the Organization or termination of this Agreement, the Volunteer will return all Confidential Information and propriety information received in written or tangible form, including copies, or reproductions or other media, immediately of such request.

Term and Termination

9. This Agreement will start on the ___ day of _____, 20__ and will terminate on the ___ day of _____, 20__, unless terminated earlier in accordance with this Agreement. There will be no

automatic renewal of this Agreement. Volunteers wishing to continue volunteering must re-apply and execute a new agreement.

10. Either Party may terminate this Agreement immediately upon providing the other Party with written notice of its intention to terminate this Agreement, which will terminate accordingly.

Assignment

11. The Volunteer will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent of the Organization.

General

12. The Volunteer hereby agrees to abide by the terms and conditions outlined in this Agreement. To evidence his or her agreement, the Volunteer has signed this Agreement.

Volunteer

Print Name

Signature

Date