



2019 Summer Splash VOLUNTEER REGISTRATION

Challenge Alaska is a non-profit community-based agency whose mission is “improving the lives of people with disabilities and the whole community through therapeutic recreation, adaptive sports and education.” Our programs and services encourage healthy lifestyles; promote independence and empowerment, and leisure education. Your commitment as a volunteer is an essential component in this process. Please complete the following in full. **Since Challenge Alaska works with children and vulnerable adults, all of the following information is necessary and will be kept in strict confidence.**

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email Address: _____ Date of Birth: _____ Male Female

Occupation: _____

Employer: _____

Special professional training, certifications (i.e. CPR, First Aid): _____

Have you volunteered with Challenge Alaska in the past? Yes No If yes, when and for how long?

Do you have any experience working with people with disabilities (i.e. family, friends, work, volunteer, etc)? Yes No
If yes, please describe: _____

Have you ever been convicted of neglect, abuse (of any type), assault, exploitation, or any other crime against a child or vulnerable adult? Yes No If yes, describe in full: _____

Have you ever been refused participation in any other volunteer capacity: Yes No

If yes, please explain: _____

Do you have any physical or medical conditions that you would like us to be aware of? Yes No

If yes, list: _____

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In the event of an emergency, who would you like us to contact:

Name: _____ Home Phone: _____

Work Phone: _____ Cell Phone: _____ Relationship: _____

I understand that, regardless of previous appointments, Challenge Alaska is not obligated to appoint me to a volunteer position. The relationship between Challenge Alaska and volunteers is an "At Will" arrangement and may be terminated at any time by the volunteer or Challenge Alaska. All information provided to Challenge Alaska through the course of your volunteer experience will remain confidential. Challenge Alaska will not discriminate against any person on the basis of race, creed, color, national origin, marital status, gender, sexual orientation, or disability.

I have received a copy of the **Volunteer Confidentiality Agreement** and THIS AGREEMENT is made as of _____ (date) between Challenge Alaska and the undersigned volunteer ("Volunteer"). The parties acknowledge all of the contained therein.

Applicant Signature: _____ Date: _____

Applicant Name (Printed): _____

Staff Signature: _____ Date: _____

Staff Name (Printed): _____

Disabled Sports USA Waiver & Release of Liability, and Media Release Agreement

Disabled Sports USA, and its affiliated Chapters ("Released Parties") are non-commercial, not for profit activity providers. The purpose of this agreement is to exempt, waive and relieve Released Parties from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to, liability arising from the negligence of Released Parties. "Released Parties" include Disabled Sports USA, Challenge Alaska, and their representatives, administrators, directors, agents, coaches, employees, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

In consideration of the undersigned Participant being allowed to participate in any way in Disabled Sports USA and/or Challenge Alaska related events and activities, the Undersigned ("Undersigned" means only the Participant when the Participant is age 18 or older or it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18) agrees and acknowledges as follows:

1. Risks of Activity. Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

2. Release and Indemnification. Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the activities, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and

expenses whether or not in litigation, arising out of, or related to, Participant's participation in the activities.

3. Helmet Use. Undersigned agrees that Participant shall use a helmet when participating in the following activities: Alpine skiing, cycling, equestrian, ice hockey, outdoor rock climbing, snowboarding, white water kayaking, white water river rafting, and any other activity when directed by Released Parties. Undersigned understands that a helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant's failure to use a helmet.

4. Miscellaneous. Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this agreement shall be governed by the laws of the State of AK and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Municipality of Anchorage County, AK; and (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Participant's Signature	Participant's Name (please print clearly)	Date

FOR PARTICIPANTS UNDER THE AGE OF 18

Date of Birth

Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the activities. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

Parent/Legal Guardian Signature	Parent/Legal Guardian Name	Relationship	Emergency Phone
Parent/Legal Guardian Signature	Parent/Legal Guardian Name	Relationship	Date

MEDIA RELEASE FORM

MEDIA/PHOTO WAIVER: Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes and/or film in which Participant appears. Undersigned agrees that Released Parties may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.

Participant's Signature	Participant's Name (please print clearly)	Date

Parent/Legal Guardian Signature	Parent/Legal Guardian Name	Relationship
Parent/Legal Guardian Signature	Parent/Legal Guardian Name	Relationship



VOLUNTEER CONFIDENTIALITY AGREEMENT

Volunteer is to keep this document

Volunteer desires to assist Challenge Alaska by providing certain services in connection with a Challenge Alaska program or other activity. In order to provide such assistance, Volunteer must be given access to certain Proprietary Information (as hereinafter defined) of Challenge Alaska. The parties agree as follows:

1. As used in this Agreement, the following terms have the meanings set forth below:
 - a. “Confidential Business Information” means data and information relating to the business of Challenge Alaska (which does not rise to the status of a Trade Secret) which is or has been disclosed to Volunteer of which Volunteer became aware as a consequence of or through his/her relationship to Challenge Alaska and which has value to Challenge Alaska and is not generally known to its competitors. Confidential Business Information shall not include any data or information that has been voluntarily disclosed to the public by Challenge Alaska (except where such public disclosure has been made by Volunteer without authorization) or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means. The restrictions in this Agreement on the disclosure and use of a Confidential Business Information shall survive for a period of two (2) years following termination of this Agreement.
 - b. “Confidential Personal Information” means personally identifiable health, medical, employment, and similar private information related to individuals participating in Challenge Alaska sponsored programs, employed by Challenge Alaska, or engaged by Challenge Alaska as contractors, which has been provided to Challenge Alaska by such individuals, or their representatives for programmatic or employment purposes and which has not otherwise been disclosed to the public. The restriction in this Agreement on the disclosure and use of Confidential Personal Information shall survive for so long as required by applicable state and federal laws, including without limitation, the Health Insurance Portability and Accountability Act of 1996.
 - c. “Trade Secrets” means information, including, but not limited to, technical or non-technical data, compilations, programs, methods, techniques, drawings, processes, financial data, financial plans, marketing plans, strategic plans, or lists of actual or potential clients, or suppliers of which (1) derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other personas who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The restrictions in this Agreement on the disclosure and use of Trade Secrets shall survive termination of this Agreement for so long as is permitted by the Alaska Trade Secrets.
 - d. “Proprietary Information” means Confidential Business Information, Confidential Personal Information, and Trade Secrets.

2. Volunteer shall hold the Proprietary Information in trust and strictest confidence and must not use, copy, distribute, or disclose the Proprietary Information except as specifically authorized by Challenge Alaska. Proprietary Information may not be removed from Challenge Alaska facilities, unless Challenge Alaska has authorized Volunteer to use the information at an event site, in which case, use shall be restricted to that site.
3. Upon receipt of a request from Challenge Alaska or in any event upon completion of the particular program, event or activity for which Volunteer is providing assistance to Challenge Alaska, Volunteer must deliver to Challenge Alaska all materials containing or embodying the Proprietary Information in Volunteer's possession or control, in whatever format the information has been retained (hard copy, electronic, or othersiwes0>
4. If Volunteer should breach or threaten to breach any of the provisions of this Agreement, Challenge Alaska, in addition to any other remedies it may have at law or in equity, will be entitled to a restraining order, injunction, or other similar remedy in order to specifically enforce the provisions of this Agreement. Volunteer specifically acknowledges that money damages alone would be an inadequate remedy for the injuries and damage which would be suffered and incurred by Challenge Alaska as a result of a breach of any of the provisions of this Agreement. Volunteer also acknowledges that unauthorized use of Confidential Personal Information may result in the criminal and civil penalties under state and federal law.
5. This Agreement and the rights and obligations of the parties under this Agreement may not be assigned by Volunteer. The rights and obligations of the parties will inure to the benefit of, will be binding upon and will be enforceable by the parties and their lawful successors and representatives.
6. Nothing in this Agreement is to be construed as a grant of or as an intention or commitment to grant to volunteer any right, title or interest in the Proprietary Information. Volunteer agrees that Challenge Alaska shall have no liability resulting from the use of the Proprietary Information.
7. No modifications of this Agreement or waiver or any of its terms will be effective unless set forth in a writing signed by the party against whom it is sought to be enforced. This Agreement will be governed by and construed in accordance with the laws of the state of Alaska and the United States.