



## VOLUNTEER AGREEMENT

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*Volunteer Name*

For and In consideration of the **NATIONAL AYURVEDIC MEDICAL ASSOCIATION** (the “**Association**”), allowing me to serve as volunteer for the Association, and allowing me access to certain persons, data, and/or facilities which I may not otherwise have access to but for my volunteer activities, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I (for myself, my personal representatives, assigns, heirs, and next of kin) understand, acknowledge, and agree:

1. **No Compensation.** I voluntarily, for civic and/or humanitarian reasons, have donated and/or will donate hours of service to the Association (“**Volunteer Hours**”). The Association makes no promise to compensate me for these Volunteer Hours or any information or materials (of any kind or nature) I donate to the Association, (collectively, the “**Donated Services**”), or provide me benefits related to the Donated Services, and I do not expect to receive such compensation or benefits from the Association. I understand that this volunteer agreement (the “**Agreement**”) does not constitute a contract for service, engagement, or employment.

2. **Termination.** The Association makes no representation or guarantee by way of this Agreement, or otherwise, that it will accept or allow me to continue the Donated Services. My volunteer relationship with the Association may be terminated by the Association or me at any time and for any reason. For purposes of this Agreement, termination of my volunteer relationship with the Association shall be deemed to have occurred on the last day I provide Donated Services to the Association, or the effective date of the termination of my volunteer relationship with the Association, whichever date is later.

3. **Employee Volunteer Activities.** If I am otherwise employed or engaged by the Association, I will not: (1) donate any services that are the same as, similar to, or related to, my regular job duties for the Association; or (2) perform volunteer services during my normal working hours for the Association, even if the requested volunteer duties are not the same as, similar to, or related to, my regular job duties for the Association.

4. **Unauthorized Activity.** I am not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the Association, or bind the Association in any manner, unless and until, in each instance, I receive prior written approval from the Association to so assume, obligate, or bind the Association. I shall not hold myself out to the public as an employee or other representative of the Association, or make any claims, promises, representations, or warranties on behalf of the Association, without the prior written approval of the Association.

5. **Confidentiality.**

a. **Confidential Information.** In the course of providing Donated Services to the Association, I have had and/or will have access to confidential and proprietary information of the Association, including, but not limited to, technical information, computer software, social media resources, know-how, service information, business

plans, marketing plans, member lists and information, supplier lists and information, training and operational procedures, other information concerning the Association services, processes, promotions, development, financing, business policies and practices, and other forms of information considered by the Association to be proprietary and confidential, or in the nature of a trade secret, including information I develop or create as an Association volunteer and information that is not in physical or tangible form that may be recalled by memory alone (collectively, the “**Confidential Information**”). To the extent Confidential Information does not qualify as a trade secret under applicable law, it will nonetheless be protected under this Agreement. The Association has a strong and legitimate business interest in preserving and protecting its Confidential Information and goodwill. This Confidential Information and goodwill are valuable assets of the Association, and if disclosed, would cause the Association significant and irreparable harm.

b. **Excluded Information.** Confidential Information does not include information that: (i) ) was in my possession, free of any obligation of confidence, before the Association disclosed such information to me; (ii) I independently acquired or developed without violating any obligation under this Agreement and without the use of any Confidential Information; (iii) is or becomes generally available to the public through no fault of mine; or (iv) I received without restriction from a third party who was lawfully in possession of such information and was not in breach of any contractual or other obligation of confidentiality to the Association or any other individual or entity with respect to the disclosure of such information.

c. **Nondisclosure.** From the date of execution of this Agreement, and forever thereafter, I will not directly or indirectly disclose, furnish, or make accessible, to any individual or entity, or copy, take, or use, for my own benefit or the benefit of any other individual or entity other than the Association, any Confidential Information, except: (i) as required by law, government regulation, or court order; or (ii) with the Association’s prior written consent. In the event I am requested or required to disclose any Confidential Information in connection with any legal or administrative proceeding, I will, to the extent not prohibited by law, promptly notify the Association in writing of such request or requirement so that the Association can seek a protective order or other remedy to prevent or limit disclosure of the Confidential Information. In the event that such protective order or other remedy is not obtained, I will furnish only that portion of the Confidential Information that, in the written opinion of my attorney, is legally required to be disclosed, and I will use my best efforts to obtain assurances that confidential treatment will be accorded to such information.

d. **Return of Association Property.** All right, title, and interest in and to Confidential Information will remain the property of the Association, including that which I may develop while serving as a volunteer for the Association. Upon termination of my volunteer relationship with the Association, and at any time the Association may so request, I shall promptly supply to the Association all Confidential Information and other memoranda, notes, records, drawings, manuals, computer software, documents, and materials, of any kind or nature (and all copies thereof), developed, produced, compiled, or received by me in the course of, or as a result of, my volunteer activities for the Association (including all such property developed, produced, compiled, or received by me prior to the date of this Agreement).

e. **Immunity under the Defend Trade Secrets Act of 2016.** The federal Defend Trade Secrets Act of 2016 provides immunity from liability for confidential disclosure of a trade secret to the government or in a court filing. An individual shall not be held criminally or civilly liable under any federal or state trade secret law, for the disclosure of a trade secret that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or (iii) by an individual in a lawsuit against an employer for reporting a suspected violation of law, to the individual’s attorney or for use in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

6. **Work for Hire.** Any and all materials, of any kind or nature, generated, designed, or developed by me, or under my direction or on my behalf, in the course of, or as a result of, my volunteer activities for the Association (the “**Materials**”) shall be considered “work made for hire” for purposes of the copyright laws of the United States, and shall be the property of the Association. Any and all proprietary and other rights (including renewal rights) in the Materials shall belong to the Association. At any time the Association may so request, I will execute any and all documents necessary to grant full exclusive right, title, and interest in the Materials to the Association.

7. **Non-Solicitation.** During the course of my volunteer relationship with the Association and for a period of two (2) years immediately following termination of such relationship, I shall not, without the Association’s prior written consent, directly or indirectly, for my own benefit or the benefit of any other individual or entity: (a) solicit for hire, attempt to hire, or hire, in any capacity (as an employee, independent contractor, or otherwise), any current or former employee or independent contractor of the Association, or otherwise solicit, encourage, or advise, or attempt to solicit, encourage, or advise, any such individual or entity to terminate or alter his/her/its relationship with the Association; (b) solicit, encourage, or advise, or attempt to solicit, encourage, or advise, any Association Customer, supplier or vendor, or any other individual or entity with which the Association has a business relationship to terminate or alter his/her/its relationship with Association; or (c) solicit, divert, disrupt, or take, or attempt to solicit, divert, disrupt, or take, any Customer, account, or business of the Association for the purpose of soliciting, offering, marketing, providing, selling, licensing, or promoting any product, service, or activity which in any way competes with any product, service, or activity solicited, offered, marketed, provided, sold, licensed, or promoted by the Association. The term “Customer” used in this Agreement means any Association member, any individual or entity that purchased or purchases products and/or services from the Association, and any individual or entity reasonably expected by the Association to become a member of the Association or purchase any product or service from the Association.

8. **Injunctive Relief.** The restrictive covenants in this Agreement are reasonable in time and scope, and are necessary to protect the Association’s legitimate business interests, including, but not limited to, trade secrets, confidential information, substantial relationships with specific prospective and existing members and suppliers, customer goodwill, and specialized training. Violation or threatened violation of any restrictive covenant in this Agreement will cause significant and irreparable harm to the Association for which the Association will have no adequate remedy at law. For such reason, among others, the Association shall be entitled to an injunction, without the posting of a bond, in order to restrain any such violation or threatened violation. The Association’s right to an injunction shall be in addition to, and not in limitation of, all other rights and remedies available to the Association pursuant to this Agreement or otherwise.

9. **Legal Review.** If any restrictive covenant in this Agreement is found by a court of competent jurisdiction to exceed the time, area, scope, or other limitation enforceable under applicable law, such provision shall be automatically reformed to establish the maximum time, area, scope, or other limitation permitted by law. The durational restriction contained in any restrictive covenant of this Agreement shall be tolled during any period of violation. Any claim I may have against the Association pursuant to this Agreement, or otherwise, shall not affect the Association’s right to enforce any restrictive covenant or other provision of this Agreement. The restrictive covenants of this Agreement are enforceable by any permitted assignee of the Association and are not contestable on the basis of fraud, alleged or actual. The restrictive covenants of this Agreement shall survive termination or expiration of this Agreement and my volunteer relationship with the Association.

10. **Third Party Notification.** If the Association knows, or has any reason to believe, that I am in violation of any restrictive covenant or other provision of this Agreement, the Association may notify any third party who may be involved in such violation. Such notification shall not adversely affect the Association’s ability to enforce this

Agreement, or give rise to any defense, claim, or cause of action against the Association. I will immediately notify the Association of any known breach of this Agreement.

11. **Conflict Disclosure.** I have disclosed in writing to the Association every known conflict relating to my ability to provide the Donated Services to, or otherwise serve as a volunteer for, the Association, and my obligation of loyalty to the Association. If I discover any such conflict while serving as a volunteer for the Association, or any time thereafter, I will immediately (and prior to performing any further services as a volunteer for the Association), provide the Association written notice of the conflict. In the absence of written notice of a conflict, the Association may assume that no conflict exists.

12. **ASSUMPTION OF RISK.** ANY AND ALL ACTIVITIES PERFORMED AND EVENTS ATTENDED IN THE COURSE OF PROVIDING DONATED SERVICES TO THE ASSOCIATION (THE “**ACTIVITIES AND EVENTS**”) SHALL BE AT MY OWN RISK. I UNDERSTAND THE RISKS ASSOCIATED WITH THE ACTIVITIES AND EVENTS, INCLUDING RISK OF PHYSICAL INJURY (UP TO AND INCLUDING DEATH), PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, DISABILITY, AND ECONOMIC LOSS. I ALSO UNDERSTAND THESE INJURIES AND OUTCOMES MAY ARISE FROM MY OWN OR OTHER’S ACTIONS, INACTIONS, OR NEGLIGENCE, OR THE CONDITIONS OR LOCATIONS OF THE ACTIVITIES AND EVENTS. I HEREBY KNOWINGLY AND VOLUNTARILY ACCEPT AND ASSUME RESPONSIBILITY TO THE FULLEST EXTENT PERMITTED BY LAW FOR EACH OF THE AFOREMENTIONED RISKS, AND ALL OTHER RISKS AND DANGERS THAT COULD ARISE FROM, OR WHICH ARE RELATED IN ANY WAY TO, THE ACTIVITIES AND EVENTS, WHETHER SUCH RISKS ARE KNOWN OR UNKNOWN, OR FORESEEABLE OR UNFORESEEABLE, AND INCLUDING RISKS ASSOCIATED WITH TRAVEL TO OR FROM ANY LOCATION (BY AIR, TRAIN, MOTOR VEHICLE, OR OTHERWISE). I will follow all applicable policies and procedures of the Association in connection with the Activities and Events.

13. **MEDICAL CONSENT; RELEASE AND WAIVER; INDEMNIFICATION.**

IF I BECOME ILL OR AM INJURED AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES AND EVENTS, I CONSENT TO ANY AND ALL MEDICAL TREATMENT CONSIDERED NECESSARY OR ADVISABLE BY ANY MEDICAL, EMERGENCY, OR OTHER ATTENDING PERSONNEL. I HEREBY, TO THE FULLEST EXTENT PERMITTED BY LAW, RELEASE FROM LIABILITY AND WAIVE MY RIGHT TO SUE THE ASSOCIATION AND ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, REPRESENTATIVES, CONTRACTORS AND INSURERS (THE “**RELEASED PARTIES**”) FOR ANY AND ALL CLAIMS, ACTIONS, PROCEDURES, COSTS, EXPENSES, DAMAGES, LIABILITIES, AND CAUSES OF ACTION OF ANY KIND OR NATURE WHATSOEVER (KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, AND INCLUDING ATTORNEY’S FEES), ARISING FROM OR RELATED IN ANY WAY TO SUCH TREATMENT OR MY PARTICIPATION IN ANY OF THE ACTIVITIES AND EVENTS (THE “**CLAIMS**”). THIS RELEASE AND WAIVER INCLUDES CLAIMS RELATED TO THE NEGLIGENCE, FAULT, OR CONDUCT OF ONE OR MORE OF THE RELEASED PARTIES, CLAIMS INVOLVING PHYSICAL INJURY (UP TO AND INCLUDING DEATH), PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, DISABILITY, AND/OR ECONOMIC LOSS, AND CLAIMS INVOLVING TRAVEL TO OR FROM ANY LOCATION (BY AIR, TRAIN, MOTOR VEHICLE, OR OTHERWISE). I HEREBY AGREE TO INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO THE ASSOCIATION), AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL CLAIMS RESULTING FROM OR ATTRIBUTABLE TO ANY ACT OR OMISSION OF MINE WITHIN THE SCOPE OF THIS AGREEMENT.

I AM AWARE THAT I MAY DISCOVER FACTS DIFFERENT FROM, OR IN ADDITION TO, THOSE THAT I NOW KNOW OR BELIEVE TO BE TRUE WITH RESPECT TO THE MATTERS RELEASED PURSUANT TO THIS AGREEMENT, AND I AGREE THE RELEASE SHALL BE AND REMAIN IN EFFECT AS A FULL AND

COMPLETE RELEASE OF THE CLAIMS, NOTWITHSTANDING ANY SUCH DIFFERENT OR ADDITIONAL FACTS.

I EXPRESSLY WAIVE THE PROTECTION OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND I EXPRESSLY WAIVE AND RELEASE ANY RIGHTS OR BENEFITS THEREUNDER. SECTION 1552 OF THE CALIFORNIA CIVIL CODE STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

14. **INSURANCE.** I UNDERSTAND THAT AS A VOLUNTEER FOR THE ASSOCIATION, I DO NOT QUALIFY FOR WORKERS' COMPENSATION BENEFITS FOR ANY INJURY, DAMAGE, LOSS, OR EXPENSE RELATED TO THE ACTIVITIES AND EVENTS. I ALSO UNDERSTAND I WILL NOT BE COVERED BY ANY ASSOCIATION INSURANCE POLICY (HEALTH, LIABILITY, WORKERS' COMPENSATION, TRAVEL, ETC.), AND IT IS MY RESPONSIBILITY TO CARRY APPROPRIATE INSURANCE. I ASSUME RESPONSIBILITY FOR ALL PROPERTY DAMAGE, PERSONAL INJURIES, MEDICAL EXPENSES, AND OTHER LOSSES AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER, WHICH I INCUR OR SUSTAIN AS A RESULT OF OR RELATED IN ANY WAY TO MY PARTICIPATION IN THE ACTIVITIES AND EVENTS.

15. **Use of Image.** I hereby irrevocably grant to the Association the unrestricted, non-exclusive, and assignable right to use my name, photograph, image, likeness, voice, and biographical information, obtained as a result of my participation in the Activities and Events, for purposes of advertising, trade, or publicity, in any manner, medium, or forum anywhere, in perpetuity, without compensation, and without prior notification to me.

16. **Non-Waiver.** No delay or omission by the Association in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Association on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion. The Association's failure to enforce this Agreement against any other volunteer shall not adversely affect the Association's ability to enforce this Agreement against me, nor shall it give rise to any defense, claim, or cause of action by me against the Association.

17. **Governing Law; Venue; Jurisdiction.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California, without giving effect to any conflicts of law principles. Venue for all purposes shall be deemed to lie in Los Angeles County, California. I hereby irrevocably: (a) submit to the jurisdiction of the courts of the State of California and the United States District Court for the Central District of California, Western Division, for the purpose of any suit, action or other proceeding arising out of or relating to this Agreement or the subject matter of this Agreement (each a "**Proceeding**"); (b) agree that all claims in respect of any Proceeding may be heard and determined in any such court; (c) waive to the fullest extent permitted by law, any objection, constitutional, statutory or otherwise, to the jurisdiction of any such court or from any legal process therein; (d) agree not to commence any Proceeding other than in such courts; and (e) waive to the fullest extent permitted by law, any claim that such Proceeding is brought in an inconvenient forum. I understand that as a result of entering into this Agreement, I may be called upon to answer a claim asserted in a California court.

18. **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; or (c) by certified mail, return receipt requested, upon verification of receipt. Notice shall be provided to me at the address indicated on the signature page of this Agreement, or such other address as I may designate by like notice to the Association.

19. **Construction; Severability; Survival.** This Agreement shall be construed within the fair meaning of each of its terms and not against the party that drafted the Agreement. The titles and headings in this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the Agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portion of a provision) shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law. Each covenant of this Agreement shall be construed as a covenant independent of any other covenant or provision of this Agreement or any other agreement, whether fully performed or executory, and the existence of any claim or cause of action by me against the Association, whether predicated on this Agreement or otherwise, shall not constitute a defense to the Association's enforcement of any of its rights or remedies available pursuant to this Agreement or otherwise. Those provisions of this Agreement that by their nature or express terms are intended to survive termination or expiration of this Agreement or my relationship with the Association shall so survive.

20. **Assignment.** I may not assign this Agreement or any of my rights or interests hereunder, or delegate or subcontract any of my duties or obligations hereunder, without the Association's prior written consent. The Association may assign this Agreement or any of its rights or interests hereunder to its successors and assigns.

21. **Entire Agreement; Modification.** This Agreement contains the entire agreement between the Association and me with respect to the matters covered herein. No attempted modification, amendment, termination, or waiver of any provision of this Agreement shall be binding unless reduced to writing and executed by the party against whom the same is sought to be enforced.

22. **Acknowledgement.** I have read this Agreement, fully understand its terms, understand that I am giving up rights by signing it, and am signing it voluntarily and without any inducement or assurance of any nature. I am 18 years of age or older, and legally able to accept this Agreement. I recognize that my signature serves as a complete and unconditional release of all liability to the maximum extent permitted by law.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**Emergency Contact**

Name: \_\_\_\_\_

Relationship \_\_\_\_\_ Phone: \_\_\_\_\_

If participant is under the age of 18:

\_\_\_\_\_  
*Signature of Parent or Legal Guardian*

\_\_\_\_\_  
*Relationship to Volunteer*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Email*

