

|| CONSENT STATEMENTS

VOLUNTEER AGREEMENT | LIABILITY | LICENSE AGREEMENT

READ CAREFULLY

VOLUNTEER AGREEMENT

This Volunteer Agreement, hereinafter referred to as the "Agreement," is with P-CoC Inc (Parenting Children of Color), a non-profit organization organized under the laws of the state of New York.

ARTICLE 1 - VOLUNTEER SERVICES: The volunteer will be donating time to the organization in the capacity described herein.

ARTICLE 2 - NO WAGES: The volunteer understands that this role is without wages, a salary, or other benefits. This is an exclusively voluntary role to allow the volunteer to provide assistance to the Organization.

ARTICLE 3 – REIMBURSEMENT: The volunteer understands that no reimbursement will be received for any expenses incurred.

ARTICLE 4 – RELATIONSHIP: Nothing herein shall establish any partnership, joint venture, agency, or employment relationship. The volunteer is, and at all times will be, a volunteer only. The volunteer shall receive no benefits from the Organization, such as health insurance, paid vacation, or sick days. The volunteer shall be responsible for all of the volunteer's taxes.

ARTICLE 5 – SUPERVISOR: The volunteer agrees to follow all directions given by the Supervisor, as well as any and all rules and instructions provided by the Organization. The volunteer may also be assigned other supervisors, including other volunteers, from time to time.

ARTICLE 6 – TRAINING: The volunteer may be asked to undergo training for the Organization. The volunteer understands that such training may be an essential component of being able to volunteer in the role. The volunteer agrees to complete such training prior to beginning in the role with the Organization.

ARTICLE 7 – INDEMNITY: The Organization hereby agrees to indemnify the volunteer against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of any act or omission of the Organization, Organization's employees, or Organization's agents related to the volunteering services rendered under this Agreement. The volunteer hereby agrees to indemnify the Organization against any and all damage, liability, and loss as a result of any act or omission of the volunteer related to the volunteering services rendered under this Agreement.

ARTICLE 8 - RELEASE OF LIABILITY: The volunteer hereby releases and discharges the Organization and the Organization's assigns, successors, officers, employees, agents, executors, partners, administrators, or any other legal representatives, along with anyone claiming through them (hereinafter,



collectively, the "Released Parties"), in their individual capacity or in their business capacities, of all claims, causes of actions, liabilities, disputes, demands, damages, agreements, contracts, obligations, promises, debts, and/or accounts of any kind or any nature, whether currently known or unknown, for any damage, loss, or injury relating to the volunteering services, which the volunteer has or ever had or may have in the future against the Organization or any of the Released Parties.

ARTICLE 9 – TERMINATION: This Agreement may be terminated by either party at any time.

ARTICLE 10 - GENERAL PROVISIONS: a) GOVERNING LAW: This Agreement shall be governed by the laws of the state of New York and any applicable federal law. Both parties consent to jurisdiction under the state and federal courts within the state of New York. The parties agree that this choice of law, venue, and jurisdiction provision is not permissive but rather mandatory in nature. b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language. c) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, whether written or oral. d) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

ARTICLE 11 - SEXUAL HARASSMENT: All Volunteers of P-COC must complete and submit evidence of completion of the following training. Please email the certificate of completion to communications@p-coc.org. If you have undergone this training elsewhere, please email the evidence of completion to the above email.

Click on this link: Sexual Harassment Training Portal [or copy this link and paste it into the browser: <https://www1.nyc.gov/site/cchr/law/sexual-harassment-training.page>]

ARTICLE 12 - BACKGROUND CHECK: All Volunteers of P-COC working directly with minors must undergo a background check. If you have undergone a background check elsewhere, please email the documentation to communications@p-coc.org. Click on the link below to complete a background check.

Click on this link: Background Check Portal or copy this link and paste it into the browser: <https://app.sterlingvolunteers.com/promoorder/c3e38ac1-c92c-4aef-ac57-7c7fc7dde505>

RELEASE OF LIABILITY

In exchange for participation in the activity of P-CoC, which operates in a 5-committee establishment, each committee comprises committed individuals who plan and execute the work of P-CoC. Each team includes a Committee Officer, Team Lead(s), and active Participants. Below is a brief description of the work of each committee:

Community Outreach: • Organization of community events showcasing ethnic and cultural diversity. • Launch programs organized by P-CoC Inc | Parenting Children of Color, of P.O Box 20, Ardsley on Hudson, New York, 10503, and/or use of the property, facilities, and services of P-CoC Inc | Parenting Children of Color.

I agree for myself and (if applicable) for the members of my family to the following:



1. **AGREEMENT TO FOLLOW DIRECTIONS:** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by P-CoC Inc | Parenting Children of Color, or the employees, representatives, or agents of P-CoC Inc | Parenting Children of Color.
2. **ASSUMPTION OF THE RISKS AND RELEASE:** I recognize that there are certain inherent risks associated with the above-described activity, and I assume full responsibility for personal injury to myself and (if applicable) my family members. I further release and discharge P-CoC Inc | Parenting Children of Color for injury, loss, or damage arising out of my or my family's use of or presence upon the facilities of P-CoC Inc | Parenting Children of Color, whether caused by the fault of myself, my family, P-CoC Inc | Parenting Children of Color, or other third parties.
3. **INDEMNIFICATION:** I agree to indemnify and defend P-CoC Inc | Parenting Children of Color against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may arise from my or my family's use of or presence upon the facilities of P-CoC Inc | Parenting Children of Color.
4. **FEES:** I agree to pay for all damages to the facilities of P-CoC Inc | Parenting Children of Color caused by any negligent, reckless, or willful actions by me or my family.
5. **CONSENT:** I, (Parent or Guardian Information-if applicable), consent to the participation of the activity of P-CoC operating in a 5-committee establishment. Each committee comprises committed individuals who plan and execute the work of P-CoC. Each team comprises a Committee Officer, Team Lead(s), and active Participants. Below is a brief description of the work of each committee:

Community Outreach: • Organization of community events and launched programs that agree on behalf of the undersigned (participant or legal guardian of the minor) who agrees to continue activities with P-CoC Inc. and its associates, including, but not limited to, volunteers, affiliates, and partners, unless opting out before engagement begins, to all of the terms and conditions of this Agreement.

By the undersigned (participant or legal guardian of the minor) who agrees to continue activities with P-CoC Inc. and its associates, including, but not limited to, volunteers, affiliates, and partners, unless opting out before engagement begins, continuing to engage with P-CoC Inc agrees to this Release of Liability, represent that participant or legal guardian have legal authority over and custody of participant and the minor if applicable).

6. **MEDICAL AUTHORIZATION:** In the event of an injury to the above minor during the above-described activities, I give my permission to P-CoC Inc | Parenting Children of Color or to the employees, representatives, or agents of P-CoC Inc | Parenting Children of Color to arrange for all necessary medical treatment for which I shall be financially responsible. a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital; b. The power to authorize medical treatment or medical procedures in an emergency situation; and c. The power to make appropriate decisions regarding clothing, bodily nourishment, and shelter.
7. **APPLICABLE LAW:** Any legal or equitable claim that may arise from participation in the above shall be resolved under New York law.



8. **NO DURESS:** I agree and acknowledge that I am under no pressure or duress to accept this Agreement and that I have been given a reasonable opportunity to review it before engaging in activities with P-CoC Inc. and its associates, including, but not limited to, volunteers, affiliates, and partners. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.
9. **ARM'S LENGTH AGREEMENT:** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
10. **ENFORCEABILITY:** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
11. **DISPUTE RESOLUTION:** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.
12. **PHOTO_VIDEO_AUDIO:** Effective as of the date June 19th, 2020, approval for past use and permission for present and future use are being granted to P-CoC Inc | Parenting Children of Color of P.O. Box 20, Ardsley-on-Hudson, New York, 10503, (E-mail address: p-coc@p-coc.org), to use a picture or voice recording of *participant(s). The participant or legal guardian is giving permission. The undersigned (participant or legal guardian of the minor) who agrees to continue activities with P-CoC Inc. and its associates, including, but not limited to, volunteers, affiliates, and partners, unless opting out before engagement begins, fully authorizes and Consent and Release Liability. For a valuable consideration, receipt of which is hereby acknowledged, the undersigned (participant or legal guardian of the minor) who agrees to continue activities with P-CoC Inc. and its associates, including, but not limited to, volunteers, affiliates, and partners, unless opting out before engagement begins, hereby grants to P-CoC Inc | Parenting Children of Color its agents, employees, licensees, and successors in interest (collectively, the "Released Party") all ownership rights and the absolute and irrevocable right and permission to copyright, use and publish the recorded image and/or voice of *participant. (the "Image and/or Voice") that has been (or is being) obtained pursuant to this Consent and Release. The Image and/or Voice may be copyrighted, used, and/or published individually or in conjunction with other photography, video works, and recordings, and in any medium (including, without limitation, print publications, public broadcast, CD-ROM format) and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising, and electronic publication. The undersigned (participant or legal guardian of the minor) who agrees to continue activities with P-CoC Inc. and its associates, including, but not limited to, volunteers, affiliates, and partners, unless opting out before engagement begins, represents and warrants that (i) no other party has been granted



GRANT OF LICENSE

The Parties agree to the following:

1. P-COC PARTICIPANT OR EMPLOYEE owns the following property (the "Authored Work").
2. In accordance with this Agreement, P-COC PARTICIPANT OR EMPLOYEE grants P-COC INC | PARENTING CHILDREN OF COLOR an exclusive license to use the Authored Work.
3. This License provides the limited right to reproduce, publicly display, and distribute the Authored Work only for the agreed-upon terms set forth in this Agreement and acknowledged by both Parties by the undersigned (participant or legal guardian of the minor) agreeing to continue activities with P-CoC Inc. and its associates, including, but not limited to, volunteers, affiliates, and partners. The Authored Work used for any purpose not directly related to these terms must be with the express written permission of the Licensor and may include the payment of additional fees unless otherwise agreed to in writing.
4. Licensee may use the Authored Work however they see fit, as long as their use is otherwise within the bounds of this Agreement.
5. P-COC PARTICIPANT OR EMPLOYEE retains title and ownership of the Authored Work, and derivative works will be assigned to Licensor by Licensee.

II. ROYALTY PAYMENTS 6. If applicable, Licensee shall pay to Licensor a royalty which shall be a one-time flat payment as agreed upon at the time the Licensor grants the License to the Authored work to the Licensee.

III. MODIFICATIONS 7. The Licensee may freely make modifications to the Authored Work without any prior approval from the Licensor.

IV. DEFAULTS 8. If the Licensee fails to abide by the obligations of this Agreement, including the obligation to make any royalty payments when due, the Licensor shall have the option to cancel this Agreement by providing 30 days' written notice to the Licensee.

9. The Licensee shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken before the end of the time period stated above and if there are no other defaults during such a time period.

V. CONFIDENTIAL INFORMATION 10. The term "Confidential Information" refers to any information or materials that are proprietary to the Licensor, whether or not owned or developed by the Licensor, and which the Licensee may obtain through any direct or indirect contact with the Licensor or the Authored Works.

11. Regardless of whether specifically identified as confidential or proprietary, "Confidential Information" shall include any information provided by the Licensor concerning the business, technology, and information of the Licensor and any third party with which the Licensor deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code, object code, copyrights and intellectual property,



inventions, sales leads, strategic alliances, partners, and client lists. The nature of the information and the manner of the disclosure is such that a reasonable person would understand it to be confidential.

12. Confidential Information does not include the following: a. Matters of public knowledge that result from disclosure by P-COC PARTICIPANT OR EMPLOYEE. b. Information rightfully received by P-COC INC | PARENTING CHILDREN OF COLOR from a third party without a duty of confidentiality. c. Information independently developed by P-COC INC | PARENTING CHILDREN OF COLOR. d. Information disclosed by operation of law. e. Information disclosed by P-COC INC | PARENTING CHILDREN OF COLOR with the prior written consent of P-COC PARTICIPANT OR EMPLOYEE. f. Any other information that both parties agree in writing is not confidential.

VI. PROTECTION OF CONFIDENTIAL INFORMATION 13. P-COC INC | PARENTING CHILDREN OF COLOR understands and acknowledges that the Confidential Information has been developed or obtained by P-COC PARTICIPANT OR EMPLOYEE by the investment of significant time, effort, and expense, and that the Confidential Information is a valuable, special, and unique asset of P-COC PARTICIPANT OR EMPLOYEE which provides P-COC PARTICIPANT OR EMPLOYEE with a significant competitive advantage and needs to be protected from improper disclosure.

14. In consideration for the receipt by P-COC INC | PARENTING CHILDREN OF COLOR of any Confidential Information, P-COC INC | PARENTING CHILDREN OF COLOR agrees as follows: a. No Disclosure: P-COC INC | PARENTING CHILDREN OF COLOR will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of P-COC PARTICIPANT OR EMPLOYEE. b. No Copying or Modifying: P-COC INC | PARENTING CHILDREN OF COLOR will not copy or modify any Confidential Information without the prior written consent of P-COC PARTICIPANT OR EMPLOYEE. c. Unauthorized Use: P-COC INC | PARENTING CHILDREN OF COLOR shall promptly advise P-COC PARTICIPANT OR EMPLOYEE if P-COC INC | PARENTING CHILDREN OF COLOR becomes aware of any possible unauthorized disclosure or use of the Confidential Information. d. Application to Employees: P-COC INC | PARENTING CHILDREN OF COLOR shall not disclose any Confidential Information to any employees of P-COC INC | PARENTING CHILDREN OF COLOR, except those employees who are required to have the Confidential Information to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall agree to a non-disclosure agreement substantially the same as this Agreement at the request of P-COC PARTICIPANT OR EMPLOYEE.

VII. NON-EXCLUSIVE LICENSE TO LICENSOR 15. P-COC INC | PARENTING CHILDREN OF COLOR grants back to P-COC PARTICIPANT OR EMPLOYEE a non-exclusive royalty-free license to use the Authored Work as P-COC PARTICIPANT OR EMPLOYEE sees fit, for the creation of derivative works.

16. This license back is only granted if and when the license shall not limit P-COC INC | PARENTING CHILDREN OF COLOR's rights and public rights under this License.

VIII. WARRANTIES 17. Neither Party makes any warranties with respect to the use, sale, or other transfer of the Authored Work by the other Party or by any third party, and P-COC INC | PARENTING CHILDREN OF COLOR accepts the product "AS IS."



18. In no event will P-COC PARTICIPANT OR EMPLOYEE be responsible for direct, indirect, special, incidental, or consequential damages that are in any way related to P-COC INC | PARENTING CHILDREN OF COLOR's use of the Authored Work.

IX. TRANSFER OF RIGHTS 19. This Agreement shall be binding on any successors of the Parties.

20. Neither Party shall have the right to assign its interests in this Agreement to any other Party unless the prior written consent of the other Party is obtained.

X. TERMINATION 21. This Agreement may be terminated by either Party by providing 30 days' written notice to the other Party.

XI. ENTIRE AGREEMENT 22. This Agreement contains the entire Agreement between the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

XII. SEVERABILITY 23. The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests.

24. If any provisions of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

25. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XIII. AMENDMENT 26. This Agreement may be modified or amended with full disclosure provided to all parties to allow for recusal in engagement by participants with the activities with P-CoC Inc. and its associates, including, but not limited to, volunteers, affiliates, and

XIV. WAIVER OF CONTRACTUAL RIGHTS 27. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XV. APPLICABLE LAW 28. This Agreement shall be governed by the laws of the State of New York.

Visit <https://p-coc.info/termservice> for terms of service and <https://p-coc.info/privacypolicy> for the privacy policy of P-CoC Inc | Parenting Children of Color.

This Volunteer Agreement, Grant of Licensing, and Release of Liability are executed and agreed to by opening this document and further choosing to engage in P-CoC Inc activities with or without our collaborators; you (or parent/guardian of a minor) acknowledge to have read this document and understood it. You further understand you voluntarily agree to the legal terms in this document. For any additional questions, please contact us at help@p-coc.org. To return to the P-CoC Inc. Homepage, click here: www.p-coc.org.

