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## Volunteer Services Agreement

This Volunteer Services Agreement (the “**Agreement**”) shall become effective as of the date signed by and between the volunteer (the “**Volunteer**”) and Capturing Courage, a nonprofit corporation incorporated and headquartered in Ohio.

Capturing Courage administers a network of Volunteers who donate their time, services, and/or materials in furtherance or the mission of Capturing Courage (the “**Services**”) for families (the “**Recipient(s)**”).

As a volunteer of Capturing Courage, I understand and agree to the following terms of the Volunteer Service Agreement:

### Section 1: Scope of Service

Volunteer agrees to provide the Services as directed by and on behalf of Capturing Courage. Volunteer roles may provide different Services as suggested and outlined with Capturing Courage provided training. All volunteer photographers provide their Service by conducting a private portrait session of Recipient’s child.

Photography services shall include:

- travel to the hospital or medical facility to provide Services to the Recipient;
- having the Recipient complete a Parent Consent and Authorization and Release Form;
- conducting a private portrait session with Recipient’s child;
- gently retouching all images to be delivered;
- uploading all retouched images and consent forms to Capturing Courage’s Google Drive for retention and image delivery.

**Donation of Time and Materials.** It is mutually understood that Volunteer shall donate the Services and that Volunteer is not entitled to nor expects any present or future salary, wages, or other benefits for these Services from Capturing Courage or the Recipient. Under no circumstance shall Volunteer bill or charge Recipient or Capturing Courage for any services or related costs. Volunteer may request in writing from NILMDTS a tax-deductible receipt for the logged materials and expenses he or she incurred for the Services provided.

### Section 2: Volunteer Conduct

- Conduct the Services in a professional, humble, and respectful manner, obeying hospital rules and regulations, and being sensitive to the Recipient(s) and hospital staff.
- When you are the hospital to provide Services, contain your activity to the vicinity of the Recipient you are called to serve.
- Do not accept monetary tips from Recipients. If they insist, make it clear that it will be accepted as a donation to Capturing Courage and turn the money in to Capturing Courage, attn: Treasurer--Mike Iozzi.

- Use of your affiliation with Capturing Courage to solicit or promote your personal photography or other business is prohibited.
- Any usage of images for Capturing Courage promotion, training or social media require release from the parent on file with Capturing Courage and consent to you from Capturing Courage. Recipients may post their images.
- Online Professionalism: Capturing Courage online platforms and social media pages are not a place to solve issues or problems. If you have constructive criticism, please email or call Headquarters directly.
- Volunteer shall, in performing the Services, comply with all applicable federal, state, and local laws.
- Volunteer will not create or help develop a program anywhere that has similar goals and structure to that of Capturing Courage during the period of active volunteering. To do so would be abuse of knowledge of the Capturing Courage program, including but not limited to, Website text and/ or images, training curriculum, member lists, organizational practices, and marketing plans, session forms, and documents.
- If involved with another photography charity or employed by a hospital for the purpose of providing newborn or birth photography, to the best of your ability represent clearly to the Recipient and hospital staff, which agency you are representing at the time of Services and clarify the Capturing Courage Standard gift.
- Volunteer shall take responsibility for the appropriate use of Capturing Courage technology resources, which include all computer systems and software, network systems, Internet websites or other data processing, as well as remote computers or computer systems when used to access Capturing Courage technology resources, the phone system including voicemail, cell phones and office equipment. Should the Volunteer commit any security violation or in any way misuse access to Capturing Courage technology, you understand and agree that access privilege may be revoked and disciplinary action may be taken.

### Section 3: Copyrights

Volunteer agrees that Capturing Courage shall have all rights and title to all photographs, film, data, video, and all other **work** product acquired, gathered, produced, or developed by Volunteer relating to or in connection with the Services (any and all of which are collectively referred to herein as the “**Work Product**,” including without limitation all intellectual property rights associated therewithin. Capturing Courage grants usage rights to the Volunteer that creates the images for their volunteer work on a case-by-case basis as outlined by this Agreement. Capturing Courage licenses photographs to Recipients for personal use. Any other rights or licenses requested in writing to Capturing Courage by Volunteer for the Work Product may be permitted in writing by Capturing Courage on a case-by-case basis.

Volunteers must upload the finished Work Product and parent release forms to an online location designated by Capturing Courage.

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## Section 4: Vaccination Requirement

All Volunteers who will be in contact with Recipients, patients, and/ or their families including, but not limited to, Volunteer Photographers, are required to be up to date on all COVID-19 and Flu vaccinations and boosters. Proof of vaccine status is required and records will be maintained at Capturing Courage's headquarters.

## Section 5: Termination

This Agreement shall be effective as of the date signed and shall continue for one year. A new Volunteer Service Agreement must be signed during your annual renewal process. Each party shall have the right to terminate this Agreement at any time without cause by written notice to other party. Capturing Courage shall further have the right to terminate this Agreement immediately at any time by written notice to Volunteer if Capturing Courage deems, in its sole discretion, that Volunteer has not fully complied with the Agreement or does not otherwise meet Capturing Courage's standards of conduct.

If Volunteer's Service includes Photography Services, Volunteer agrees prior to termination as a courtesy to our Recipient, to log and upload any outstanding Work Products.

## Section 6: Indemnity

To the fullest extent permitted by law, Volunteer shall agree to hold harmless Capturing Courage, its officers, directors, affiliates, employees, agents, contractors and/ or representatives from and against any and all claims, losses, damages, expenses, and all other liabilities arising out of or resulting in whole or in part from Volunteer's, or any of his or her agents', employees', or subcontractors' performance or failure to perform under this Agreement (collectively, the "Liabilities"). Indemnity shall include, but not be limited to, court costs, attorney's fees, cost of investigation, cost of defense, settlements, and judgements associated with any and all of the Liabilities.

## Section 7: Limitation of Liability

In no event shall Capturing Courage have any liability for any loss or damage, whether direct, consequential, indirect or incidental, suffered by Volunteer arising from or related to this Agreement, including, without limitation, loss of profits, interest or revenue, or use or interruption of business.

## Section 8: Expenses

Volunteer agrees that any funds expended or expenses incurred for labor, equipment, materials, or other items with regard to its provisions of Services, including but not limited to Photography Services, to Recipients are the sole responsibility of Volunteer and in no event shall Capturing Courage or any Recipient be liable for such expenses.

## Section 9: Legal

Volunteer hereby waives any and all claims now and in the future that it may have against Capturing Courage for liabilities, losses, actions, damages, judgements, costs or expenses of whatever nature, including attorney's

fees, incurred by reason of arising out of any injury to any person(s), damage to property, loss of use of any property, violation of law, or otherwise in connection with or related to this Agreement and the provisions of Services, including but not limited to Photography Services, to Recipients.

Volunteer agrees to provide immediate written notice to Capturing Courage of the receipt or service of any subpoena or other legal process directed to Volunteer regarding any Services performed under this Agreement or in any way related to Capturing Courage.

## **Section 10: Independent Contractor Relationship**

None of the provisions of this Agreement are intended to create any relationship between the independents contracting with each other solely for the purpose of effecting the provisions of this Agreement. In addition, none of the provisions of this Agreement are intended to create any relationship between the Volunteer and any other Capturing Courage volunteer. The terms of this Agreement do not authorize any Capturing Courage volunteer or party hereto, including any of their respective officers, directors, employees, or agents, to bind any of the others or cause any of them to be deemed or construed to be the agent, employee, or representative of any of the others. Neither Volunteer nor any of his agents shall have any claim under this Agreement or otherwise Capturing Courage for benefits or compensation of any kind.

## **Section 11: Confidentiality**

Volunteer shall treat all information, whether or not in writing, that is shared with him or her by Capturing Courage and/ or the Recipients, as well as either of their representatives and agents, in furtherance of, in connection with, or relating to the Services and which is not otherwise available to the public, as confidential including, but not limited to:

1. Information about the Recipients and/ or their infant;
2. Information included on Capturing Courage feedback forms, volunteer documents and videos; and Information discussed or documented as part of any Capturing Courage incident report review or investigation (collectively referred to herein as “**Confidential Information**”).

Volunteer may share Confidential Information to the extent necessary to comply with the requirements of judicial process or otherwise as required by law. No Confidential Information in any way relating to the Recipient and/ or their infant shall be permitted without first obtaining the prior express written consent of the Recipients in addition to any other authorizations required by law.

## **Section 12: Enforceability**

If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement. This Agreement’s indemnification and confidentiality provisions shall survive termination of this Agreement.



## Section 13: Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. This Agreement may be executed and delivered by postal mail or electronic transmission, and a facsimile or emailed copy of this Agreement or of a signature of a party will be effective as an original.

## Section 14: Notices

All notices, requests, demands and other communications which are required or may be given under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by confirmed facsimile, electronic or digital transmission method; the day after it is sent, if sent for next day delivery to a domestic address by a recognized overnight delivery service (e.g., FedEx); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case, notice will be sent to the parties' respective address as provided herein, unless notification of another address is provided in accordance with this Section. The address for Capturing Courage is as provided below and Volunteer's address is as provided in the Volunteer's application.

## Capturing Courage

Capturing Courage  
4130 Cloudberry Court  
Hilliard, Ohio 43026  
Phone: 614-351-3220  
Email: [eriniozzi@capturingcouragephotography.org](mailto:eriniozzi@capturingcouragephotography.org)

## Section 15: Governing Law

This agreement shall be governed by, and interpreted in accordance with, the laws of the State of Ohio without reference to its conflict of laws rules.

## Section 16: Scope and Modification

This Agreement contains all of the terms and conditions agreed upon by the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the subject matter hereof.

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Volunteer Signature

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Date