

ORGANIZED PLAY FOUNDATION
VOLUNTEER SERVICES AGREEMENT

~~This Volunteer Services Agreement (the "Agreement") is made and entered into as of the date last signed below ("Effective Date") between Organized Play Foundation, a Washington not-for-profit company ("OPF") and the individual volunteer on the signature page hereof ("Volunteer," "You," or "Your"). In consideration of the mutual promises contained in this Agreement, the parties agree as follows:~~

1. SERVICES AND BENEFITS

1.1 Volunteer. The position of volunteer at Organized Play Foundation is a volunteer position. This means that, if you accept the role, you perform all duties and Services on a voluntary basis. Neither OPF nor Volunteer intend any employment or contractual relationship to be created (i.e. You are not an employee, independent contractor, or consultant at OPF). If this changes at any time, and there is a possibility that you might undertake paid work for the organization we will discuss this and document the arrangement in a formal employment contract, contract for services, or other arrangement.

1.2 Services. Subject to the terms and conditions of this Agreement and at OPF's request and direction, Volunteer will perform services and activities on an as needed basis for OPF during the term of this Agreement.

1.3 Benefits. The Services are being performed on a voluntary basis and as such you will not receive any remuneration or payment for your work.

1.4 Code of Conduct. Code of Conduct. Volunteer shall abide by all of the normal expectations, methods, projects, policies and programs of OPF and will follow all required and necessary directives issued as to their application and dissemination to safely and capably perform voluntary services to OPF.

2. TERM AND TERMINATION

2.1 Term. This Agreement commences on the Effective Date and continues indefinitely until it is terminated under the terms of this document.

2.2 Termination. OPF and Volunteer reserve the right to terminate this Agreement at any time with or without reason.

2.3 Survival. Upon termination of this Agreement, Sections 2 (Term and Termination), 3 (Confidentiality), 4 (Ownership), 5 (Name and Likeness), 6 (Warranties), 7 (Indemnification), 8 (Disputes), and 10 (Miscellaneous) survive termination of this Agreement.

2.4 Return of Materials. Upon the termination of this Agreement, or upon OPF's earlier request, Volunteer will deliver to OPF all OPF's property and Confidential Information (as defined in Section 3.1 (Confidentiality)) that is in Volunteer's possession or control.

3. CONFIDENTIALITY

3.1 Definition. "**Confidential Information**" means any non-public information that relates to the actual or anticipated business, research, or development of OPF and any proprietary information, trade secrets, and know how of OPF that is disclosed to Volunteer by OPF, directly or indirectly, in writing, orally, or by inspection or observation of tangible items. Confidential Information includes, but is not limited to, research, product plans, products, services, customer lists, development plans, inventions, processes, formulas, technology, designs, drawings, marketing, finances, and other business information. Confidential Information is the sole property of OPF. Confidential Information does not include any information that: (a) was publicly known and made generally available in the public domain prior to the time OPF disclosed the information to Volunteer, (b) became publicly known and made generally available, after disclosure to Volunteer by OPF, through no wrongful action or inaction of Volunteer or others who were under confidentiality obligations, or (c) was in Volunteer's possession, without confidentiality restrictions, at the time of disclosure by OPF, as shown by Volunteer's files and records.

3.2 Nondisclosure and Nomuse. Volunteer will not, during and after the term of this Agreement, disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than the performance of the Services on behalf of OPF. Volunteer will take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information including, but not limited to, having each employee of Volunteer, if any, with access to any Confidential Information, execute a nondisclosure agreement containing terms that are substantially similar to the terms contained in this Agreement.

3.3 Former Client Confidential Information. Volunteer will not improperly use or disclose any proprietary information or trade secrets of any former or concurrent client of Volunteer or other person or entity. Furthermore, Volunteer will not bring onto the premises of the OPF any unpublished document or proprietary information belonging to any client, person, or entity unless consented to in writing by the client, person, or entity.

3.4 Third Party Confidential Information. OPF has received, and in the future will receive, from third parties confidential or proprietary information subject to a duty on OPF's part to maintain the confidentiality of the information and to use it only for certain limited purposes. Volunteer owes OPF and these third parties, during and after the term of this Agreement, a duty to hold this confidential and proprietary information in the strictest confidence and not to disclose it to any person or entity, or to use it except as necessary in carrying out the Services for OPF consistent with OPF's agreements with these third parties.

4. **GRANT OF RIGHTS**. Volunteer hereby grants OPF a perpetual, royalty free, irrevocable, non-exclusive right and license to use, reproduce, modify, publish, translate, copy, distribute, adapt, and sublicense any works of authorship, designs, inventions, improvements, technology, developments, discoveries, and trade secrets conceived, made, or discovered by Volunteer during the period of this Agreement, solely or in collaboration with others, that relate directly to the business of OPF.

5. **NAME AND LIKENESS**. Volunteer hereby grants to OPF, its subsidiaries, assignees and licensees the irrevocable right to publish photographs taken of Volunteer and Volunteer's image, name, and likeness obtained during the course of their Organized Play Foundation activities, for use in the Organized Play Foundation, its partners and affiliates, print, online and video-based marketing materials, as well as other OPF publications. Volunteer hereby releases and holds harmless OPF from any reasonable expectation of privacy or confidentiality associated with the images.

6. WARRANTIES

6.1 Representations; Enforceability. As an inducement to OPF entering into and consummating this Agreement, Volunteer represents and warrants to OPF that: (a) Volunteer has the full power and authority to enter into this Agreement, that in performing under this Agreement; (b) Volunteer will not violate the terms of any agreement with any third party; and (c) the Services and any work product thereof are the original work of Volunteer, do not and will not infringe upon, violate or misappropriate any patent, copyright or trade secret, trademark, contract or any other publicity right, privacy right, or proprietary right of any third party.

6.2 Compliance with OPF Policies. Volunteer will perform the Services in accordance with all policies and procedures provided by OPF, including any third-party policies and procedures that OPF is required to comply with.

6.3 No Conflict. The entering into and performance of this Agreement by Volunteer does not and will not: (a) violate, conflict with, or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which Volunteer is a party or by which it or any of Volunteer's property is or may become subject or bound, or

(b) violate any applicable law or government regulation. Volunteer will not grant any rights under any future agreement, nor will it permit or suffer any lien, obligation, or encumbrances that will conflict with the full enjoyment by OPF of its rights under this Agreement.

**Deleted: VENTURE OFFICER
VOLUNTEER AGREEMENT**

Deleted: This Independent Service Provider Agreement is made and entered into as of the date last signed below ("**Effective Date**") between **Organized Play Foundation**, a Washington not-for-profit company ("**OPF**") and the Venture-Officer on the signature page hereof ("**Volunteer**"). In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Deleted: Venture-Officer

Deleted: for OPF the services described in **Exhibit A** ("**Services**")

Deleted: Volunteers will receive the non-cash benefits described in **Exhibit B** ("**Benefits**") as items needed to perform the tasks outlined in Section 1.2.

Deleted: of Conduct. At all times during the term of this Agreement and at OPF's sole discretion, Volunteer agrees to abide by the code of conduct as set forth in Exhibit C.¶ Contact Person. Your contact person at OPF will be Jon Dehning¶ volunteer@organizedplayfoundation.org. If you have any questions or concerns about your volunteer position or if there is anything you need to help undertake your role, please contact Jon Dehning as soon as possible

Deleted: will end on¶
March 31st, 2024.

6.4 Services. The Services will be performed in a timely, competent, professional, and workmanlike manner by qualified personnel.

7. **INDEMNIFICATION**. Volunteer will indemnify, defend, and hold harmless OPF and its directors, officers, and employees from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (i) any negligent, reckless, or intentionally wrongful act of Volunteer or Volunteer's assistants, employees, or agents, (ii) any breach by Volunteer or Volunteer's assistants, employees, or agents of any of the covenants, warranties, or representations contained in this Agreement, (iii) any failure of Volunteer to perform the Services in accordance with all applicable laws, rules, and regulations, or (iv) any violation or claimed violation of a third party's rights resulting in whole or in part from OPF's use of the work product of Volunteer under this Agreement.

8. DISPUTES

8.1 Arbitration. Except as provided in Section 8.3 (Equitable Remedies), any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance, or breach of this Agreement, will be settled by arbitration to be held in Seattle, Washington, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in the dispute or controversy. The decision of the arbitrator will be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. OPF and Volunteer will each pay one-half of the costs and expenses of the arbitration, and each will separately pay their own counsel fees and expenses.

8.2 Waiver of Right to Jury Trial. This arbitration clause constitutes a **waiver of Volunteer's right to a jury trial** for all disputes relating to all aspects of the independent Volunteer relationship (except as provided in Section 8.3 (Equitable Remedies)), including, but not limited to, the following claims:

(a) claims, both express and implied, for breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, and defamation;

(b) any and all claims for violation of any federal, state, or municipal statute.

8.3 Equitable Remedies. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this Agreement and without abridgement of the powers of the arbitrator.

8.4 Consideration. Each party's promise to resolve claims by arbitration in accordance with the provisions of this Agreement, rather than through the courts, is consideration for the other party's like promise.

9. INDEPENDENT CONTRACTOR; BENEFITS

9.1 Independent Service Provider. It is the express intention of the parties that Volunteer perform the Services as Volunteer. Nothing in this Agreement will in any way be construed to constitute Volunteer as an agent, employee, or representative of OPF. Without limiting the generality of the foregoing, Volunteer is not authorized to bind OPF to any liability or obligation or to represent that Volunteer has any authority. Volunteer must furnish (or reimburse OPF for) all tools and materials necessary to accomplish this contract, and will incur all expenses associated with performance.

9.2 Benefits. Volunteer acknowledges that Volunteer's employees will not receive benefits from OPF either as a Volunteer or employee, including without limitation paid vacation, sick leave, medical insurance, and 401(k) participation. If a Volunteer employee is reclassified by a state or federal agency or court as an employee of OPF, Volunteer's employee will become a reclassified employee and will receive no benefits except those mandated by state or federal law, even if by the terms of OPF's benefit plans in effect at the time of the reclassification Volunteer's employee would otherwise be eligible for benefits.

10. MISCELLANEOUS

10.1 Services and Information Prior to Effective Date. All services performed by Volunteer and all information and other materials disclosed between the parties prior to the Effective Date will be governed by the terms of this Agreement, except where the services are covered by a separate agreement between Volunteer and OPF.

10.2 Non Assignment and No Subcontractors. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Volunteer, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of OPF. Volunteer may not utilize a sub Volunteer or other third party to perform its duties under this Agreement without the prior written consent of OPF. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void.

10.3 Use of Volunteer Personal Data. Volunteer grants OPF the right to use personal data provided by Volunteer (such as name, address, email address and telephone number) for the purposes of informing Volunteer about existing and new programs and volunteer opportunities.

10.4 Non disparagement. Volunteer agrees not to disparage, or encourage or induce others to disparage OPF, its officers, directors, employees, agents, parents, or any related entities connected to OPF. Volunteer acknowledges and agrees that this obligation shall continue in full force and effect notwithstanding the termination of this Agreement.

10.5 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address as set forth below. Either party may change its address for notices by notice to the other party given in accordance with this Section. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

10.6 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

10.7 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

10.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute a single agreement. Documents signed and transmitted through electronic means that accurately reproduce the content of this Agreement at the time it was executed (e.g. DocuSign, RightFax, PDF, etc.) shall be considered binding manifestations of assent to the terms and conditions of this Agreement.

10.9 Governing Law. The internal laws of Washington, but not the choice of law rules, govern this Agreement.

10.10 Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

10.11 Integration. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties

Volunteer

Organized Play Foundation "OPF"

Signature: _____

Signature: _____

Name: Eric Brittain _____

Printed Name: _____

Title: OPF Board Representative _____

Address for Notice: _____

