



**Confidentiality, Non-Disclosure & Terms and Conditions Agreement**

The following Confidentiality, Non-Disclosure & Terms and Conditions Agreement is entered on \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name) and between Extra-Ordinary Birthdays Inc. ("EOB")

By signing this agreement you agree to:

- a. Respect Extra-Ordinary Birthdays (EOB) clients', employees', board members', and donors' confidentiality at all times. You will regard all EOB information that you are given access to that relates to clients, employees, board members, and donors, whether electronic, written or otherwise, as confidential, regardless of if it is marked as confidential.
- b. Never communicate information regarding clients' and employees' medical records, diseases or other conditions, family history, or compensation or other financial information to anyone not approved in advance by the EOB Executive Director or her/his designee.
- c. Never communicate any information obtained during the time of your work with EOB to anyone outside of EOB without prior approval by the EOB Executive Director or her/his designee, nor may you use such information for private advantage.
- d. Keep all documents, records, and files of any kind generated in the course of your work with EOB within EOB offices, recognizing that these are all EOB property, and may not be removed from the vicinity except as approved in advance by the EOB Executive Director or her/his designee.
- e. In connection with my voluntary involvement in activities undertaken for, and with the participation and support of Extra-Ordinary Birthdays Inc., a non-profit organization, I hereby agree, for myself, my heirs, assigns, executors, and administrators to release and discharge EOB, its officers and directors, employees, agents, and volunteers from all claims, demands, and actions for injuries sustained to my person and/or property as a results of my involvement in such activities whether or not resulting from negligence, and I agree to release and hold EOB , its officers and directors, agents and volunteers harmless from any cause of action, claim or suit arising there from. I hereby attest that my attendance and involvement in such activates is voluntary, that I am participating at my own risk, and that I have read the foregoing terms and conditions of this release.
- f. I hereby confirm, represent and warrant that I have never been convicted of or charges with a violent crime, child abuse or neglect, child pornography, child abduction, kidnapping, rape or any sexual offense, nor have I ever been ordered by a court to receive psychiatric or psychological treatment in connection therewith.
- g. I hereby grant Extra-Ordinary Birthdays Inc. the irrevocable right to use forever any film, video tape, audio tape, photographs, slides or combination thereof, for inclusion in any promotional or advertising purposes, and I agree to appear without pay.

AGREED:

Extra-Ordinary Birthdays Inc.

Manager Volunteer Services Signature \_\_\_\_\_ Date: \_\_\_\_\_

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