

Catholic Kids Net Inc.

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VOLUNTEER SERVICE AGREEMENT: Jan 1 – Dec 31, 2015

Program Names: Camp Arcatheos & Camp Captivenia

I, _____ (the "Volunteer"), willing to volunteer my time, do hereby enter into this Volunteer Services Agreement (the "Agreement") with Catholic Kids Net Inc., Inc. in exchange for other good and valuable consideration received from Catholic Kids Net Inc., the receipt and sufficiency of which are hereby acknowledged.

1. **QUALIFICATIONS:** I hereby acknowledge, declare and agree that I am physically and mentally able, with or without reasonable accommodation, to provide services for, or on behalf of, Catholic Kids Net Inc. I further acknowledge, declare and agree that I am at least eighteen years of age, and that I have never violated (convicted of violating) the laws of any jurisdiction relating to violent crimes, crimes of moral turpitude or similar offenses.
2. **VOLUNTEER SERVICES:** I hereby volunteer to serve as _____ (Position/Title) for _____ (specify camp program).
 - i. I hereby acknowledge and agree that all services that I provide to and render for the benefit of, Catholic Kids Net Inc. are rendered on a purely voluntary basis and that the relationship between me and Catholic Kids Net Inc. shall in no way be construed as an employment agreement, an independent contracting agreement or any other relationship which would require Catholic Kids Net Inc. to compensate me (in any manner whatsoever) for the services that I provide or render. I further acknowledge that Catholic Kids Net Inc. may terminate my services at any time and at its sole discretion for any reason or no reason at all.
 - ii. I further agree to abide by all of the norms, methods, projects and programs of Catholic Kids Net Inc. and follow all directives issued as to their application and dissemination including, but not limited to, those items and responsibilities assigned to me as relates to the position named above.
 - iii. I understand that in working with youth or if I have access to financial accounts or accounting software, I am required to provide an original Criminal Record Check for Vulnerable Sector (CRC-VS) and an Intervention Records Check (IRC) or equivalent, specifically for Catholic Kids Net Inc.
 - iv. I understand that I must complete Armatus Online Camp Care courses as specified by Catholic Kids Net Inc. and will abide by all material presented therein prior to commencement of the program for which I have applied.
3. **COVENANT OF CARE:** I understand that my actions in ministering and serving in Catholic Kids Net Inc., are to be consistent with the teachings of the Catholic Church and exercised in a pastoral manner toward all people. Therefore:
 - i. I will follow appropriate actions as defined by my orientation and training in all my relations with children/youth/vulnerable persons.
 - ii. I will use only physical contact that is deemed appropriate in reference to the Catholic Kids Net Inc. Policies & Procedures Manual, which I have read and understand.
 - iii. I will use appropriate language at all times with all persons.
 - iv. I will dress appropriately with respect for modesty and in compliance with camp dress codes.
 - v. I will serve others always in keeping with the teachings of the Catholic Church, treating everyone with respect, loyalty, patience, integrity, courtesy, dignity and consideration.
 - vi. I will use positive reinforcement rather than criticism, competition, or comparisons when working with others.
 - vii. I will abide by the Rule of Three and will avoid situations were I am alone with children (under 18 years old).
 - viii. I promise that I will not harass others as specified in the Catholic Kids Net Inc. Policies & Procedures Manual.
 - ix. I will report suspect abuse to the Camp Director, Camp Administrator or appropriate supervisor.
 - x. I will consult with the Camp Director, Administrator, or Volunteer Leader should I require further clarification concerning my area of ministry or service.
 - xi. I understand that any type inappropriate behavior of abuse or will not be tolerated. I understand that any allegation of abuse made against me will result in my immediate removal from ministry or program and, subject to the results of an investigation in accordance with Catholic Kids Net Inc. protocols, that it may end the volunteer relationship.

4. **CATHOLIC KIDS NET, INC. POLICIES AND PROCEDURES MANUAL ACKNOWLEDGMENT:** I hereby acknowledge receipt of the Volunteer Policies and Procedures Manual (the "Manual"). This Manual contains important information governing my volunteer relationship with Catholic Kids Net Inc. I have read the Manual and agree to be bound by the rules and regulations contained in the Manual, as well as by the rules, regulations, and policies that may be established in the future. I understand that any questions concerning this Manual should be directed to the Camp Administrator, and thereafter as s/he directs. I understand that Catholic Kids Net Inc. reserves the right to modify or change its policies, procedures, and working conditions without notice to myself or other volunteers.

I understand and agree that nothing contained in the Manual or any other of Catholic Kids Net Inc. rules, regulations, policies, or practices should be interpreted or construed as conferring any type of employment relationship whatsoever. I further understand and agree that my volunteer services are terminable at any time for any reason or no reason at all so that both Catholic Kids Net Inc. and I each have the right to discontinue the relationship at any time and for any reason.

I further understand that it is my responsibility to familiarize myself with all information in this Manual. I acknowledge that this Manual supersedes all prior Manuals, which I might have received, and that, any oral or written statements or promises to the contrary are disavowed by Catholic Kids Net Inc.

5. **BENEFITS:** I hereby acknowledge and agree that Catholic Kids Net Inc. may, in its sole discretion, provide me with benefits as Catholic Kids Net Inc. may from time to time deem appropriate for volunteers generally; provided, however, that the providing of such benefits shall in no way be construed as creating, or giving rise to, an employment agreement, an independent contractor agreement or any other relationship which would require Catholic Kids Net Inc. to compensate me (in any manner whatsoever) for the services that I provide or render. I acknowledge that any such benefits are strictly gratuitous.
6. **INSURANCE:** I hereby acknowledge, declare and agree that Catholic Kids Net Inc. is not obligated to and does not carry any insurance which would provide me with benefits (other than insurance benefits required by law if any). I further agree that, to the extent that a condition, illness or injury is not covered by insurance that may be provided by Catholic Kids Net Inc. (if any), Catholic Kids Net Inc. shall not be responsible (financially or otherwise), and I hereby waive any rights to any insurance benefits and agree to indemnify and hold harmless Catholic Kids Net Inc. covering attorneys' fees (on a solicitor and own client basis) in enforcing this waiver for any such insurance claim, condition, illness or injury claimed by me or on my behalf without limitation in time or amount.
7. **BINDING ARBITRATION:** Catholic Kids Net Inc. and I hereby agree that, upon the demand of any party, whether made before or after the institution of any legal proceeding or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable) now existing or hereafter arising between the parties which in any way arises out of, relates to or is in connection with the past, present or future relationship of the parties (a "Dispute"), such Dispute shall be resolved by mandatory binding arbitration in accordance with the provisions of the Arbitration Act (Alberta), with all hearings to take place in the Province of Alberta, unless otherwise agreed by the parties. Any judgment, decision or award rendered by such arbitrator shall be final and binding and shall not be the subject of any further court proceeding except in connection with the enforcement of any such award by a court of competent jurisdiction.
8. **CONFIDENTIALITY:** I hereby agree that all Confidential Information, as defined below, obtained by me or coming to my attention while I provide services to, or on behalf of, Catholic Kids Net Inc. shall be deemed to be proprietary and strictly confidential. Confidential Information means all Catholic Kids Net Inc. programs, materials, processes, organizational, operational and financial information, member and volunteer information, and operational methods of Catholic Kids Net Inc. excluding information that was in the public domain through no action by me in breach of this agreement, was developed by me independent of my obligations hereunder, or was acquired by me from a third party unless such information was delivered to me in breach of confidentiality agreements between the said third party and Catholic Kids Net Inc.

I further agree to take any and all precautions to restrict the dissemination of the Confidential Information and agree that I shall not use such information for my benefit, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Agreement, I shall promptly return all Confidential Information to Catholic Kids Net Inc. and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Agreement.

9. **INTELLECTUAL PROPERTY OWNERSHIP:** I hereby acknowledge and agree that all works or authorship, ideas, designs, systems, drafts, drawings, plans, materials or other items of intellectual property (the "Works") which are developed by me during or after the term of this Agreement and which relate in any manner to the business or activities of Catholic Kids Net Inc. shall be the sole and exclusive property of Catholic Kids Net Inc. All such Works shall be considered "works made for hire" as such term is defined under United States and Canada copyright laws and I agree that Catholic Kids Net Inc. may

register the copyright in such Works in its name, as a sole author and owner thereof. If, however, I as Volunteer am deemed an "author" of any Works, I hereby grant to Catholic Kids Net Inc. all rights (including exclusive worldwide copyrights in perpetuity) in the Works. I also agree to execute and deliver to Catholic Kids Net Inc. any assignments of the Works (including any renewals and extensions thereof) as Catholic Kids Net Inc. may deem necessary to accomplish the intent of this Agreement. I further agree not to assert any claim of statutory or common law copyright to the Works, and to fully cooperate with Catholic Kids Net Inc. in registering, creating or enforcing any copyrights or proprietary rights arising hereunder.

10. **CONFLICT OF INTEREST:** I shall not accept or receive any kind of gift in manner of cash, donation, asset, monetary favor, or other compensation in kind from parents, students, relatives, benefactors, staff, or anyone related to the operations of Catholic Kids Net Inc. that may be construed to create a conflict of interest.
11. **NONDISPARAGEMENT:** I agree not to disparage, or encourage or induce others to disparage Catholic Kids Net Inc., its officers, directors, employees, and agents. This non-disparagement provision survives termination of this agreement.
12. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the province of Alberta. Each party hereby submits to the non-exclusive jurisdiction of the Province of Alberta in connection with this Agreement.
13. **SEVERABILITY:** The clauses, sentences and parts of this Agreement are severable to the extent that they may be found to be unlawful or ineffective by a court of competent jurisdiction, but the illegality or ineffectiveness of any such clause, sentence or part shall not affect any other clause, sentence or part of this Agreement. Rather, the remaining provisions hereof shall remain in full force and effect.
14. **COMPLETE AGREEMENT:** This Agreement, including any and all other documents described herein, is intended by the parties as a final expression and complete statement of the terms and conditions of their agreement and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties.

This Agreement is signed, accepted and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge they have read and understood this Agreement. All parties further acknowledge that they have executed this Agreement voluntarily and of their own free will in the city and province set forth below.

Dated at _____ this _____ day of _____ 2015.
(city/town, province) (date) (month)

CATHOLICS KIDS NET, INC.

VOLUNTEER

Signature

Signature

Print Name

Print Name

Position/Title