



M.O.E.R. FOUNDATION, INC.  
("Making Our Environment Right")

Participation Agreement

This PARTICIPATION FORM AND LIABILITY RELEASE AGREEMENT (the "Agreement") is executed by: \_\_\_\_\_ (the "Volunteer/Sponsor") on the date below in favor of MOER Foundation, a Boston, Massachusetts nonprofit, charitable corporation and its directors, officers, & employees. This sponsor may be an individual/business who is organizing these efforts in their community. Featured Programs: Green & Healthy Homes, MOER Green Team, Sponsor-A-Mind, Childhood Obesity Prevention Health Series, Food Recovery & Donation Program, Ancient Historical Society Museum.

#### BASIC PRINCIPLES:

1. MOER Foundation has created programs to assist children (K-12) & families in need and to provide school supplies, food and clothing items to the children in an effort to enhance the children's academic excellence, health, self-esteem and thereby improve their overall health, social well-being and academic performance in school.
2. The MOER Foundation has also provides the Green & Healthy Homes Program to assist homeowners who are struggling with utility cost, while at the same time have a positive impact on the environment. Weatherization can reduce utility consumption as much as 30%. We will inform households of available rebates or incentives they may qualify for to enable maximum savings
3. MOER Foundation has publicized its programs and activities and has become nationally known for its success in assisting children & families in need. 3. MOER Foundation is concerned about preserving and protecting its reputation and the integrity of the programs, which it has established.
4. MOER Foundation has developed materials and methods which are its intellectual property and which shall not be duplicated or utilized without its consent (including name and logo). 5. MOER Foundation is willing to share its program and materials with other responsible groups who wish to implement a MOER Foundation program in their community.
6. The distribution by volunteers of the MOER Foundation's school supplies, educational materials, clothing, food and other items to children and families in need shall be carried out without regard to the recipient's age, sex, race, religion, ethnicity, disability or other discriminatory characteristics and shall not be done in connection with any ideological or religious campaign or objective."
7. You agree to comply with the objectives and mission of MOER Foundation and wish to become a local participating volunteer and to implement or participate in the MOER foundation's program.

#### YOUR RESPONSIBILITIES:

1. You may create a your volunteer group (which may have a minimum of three persons) to implement the MOER Foundation programs successfully. The names and addresses of the volunteers (as well as any changes which occur in them) shall be provided to MOER Foundation.

2. Your volunteer group, if it establishes a satellite of the MOER Foundation, and is responsible for paying all expenses of such office, including office rental fees, brochures, printing, t-shirts and transportation." 3. Once you have partnered with a local organization (with the help of our start-up packet), you shall provide MOER Foundation with the name of the organization, address, the name of a liaison, and a daytime phone number where the liaison can be reached.

#### USE OF INTELLECTUAL PROPERTY:

MOER Foundation authorizes you to use the materials provided to you by the MOER Foundation and which are protected by copyright trademark or otherwise (referred to hereinafter as "Intellectual Property"), exclusively in your efforts to implement approved MOER Foundation programs. Such Intellectual Property includes, but is not limited to, the MOER Foundation's logo, pamphlets, brochures and websites. Authorized use of such Intellectual Property includes the reproduction and distribution of same. In using the MOER Foundation's Intellectual Property, including its name, you are prohibited from altering or amending it in any way.

You shall not transfer such Intellectual Property provided to you by the MOER Foundation to anyone other than an authorized member without the prior written consent of the MOER Foundation.

This agreement is not intended as an explicit or implicit license for the use of the intellectual property of the MOER Foundation, except as provided herein.

Under our 501(c)(3), no other bank accounts can be set up using the name MOER Foundation. These materials are non-transferable and anyone wishing to start a chapter in their community should contact the MOER Foundation corporate headquarters and submit their own participation agreement.

Under no circumstance shall the volunteer/sponsor herein accept checks made out to MOER Foundation, without prior written approval from the MOER Foundation corporate office.

Under no circumstance shall the volunteer/sponsor herein submit a grant proposal in the name of MOER Foundation to any foundation or entity, without review and approval from the MOER Foundation corporate office.

Under no circumstance shall the volunteer/sponsor receive mandatory donation or percentage of donation made to the MOER Foundation from any foundation, business, corporation, persons or entity, without review and approval from the MOER Foundation corporate office.

#### ADMINISTRATIVE COOPERATION:

Volunteers shall refer any other group, institution, organization or individual who is interested in establishing a MOER Foundation program directly to MOER Foundation's corporate office. "The Foundation's corporate office shall evaluate the proposed program and shall determine whether it should be implemented." The MOER Foundation shall provide you with a short annual evaluation and report form, which each volunteer shall complete and return to MOER Foundation within 15 days of the end of the fiscal year.

This form will also be available on MOER Foundation's WEBEX Office website: <http://moerfoundation.webexone.com>, In that connection, volunteers shall maintain accurate records of the number of organizations, children and families assisted, amount of clothing collected and distributed, publicity used, and the number of volunteer hours allocated to the program at least twice per year.

#### PHOTOGRAPHIC/VIDEO RELEASE

Volunteer does hereby grant and convey to MOER Foundation all right, title, and interest in any and all photographic images and video or audio recordings made by MOER Foundation during the MOER Foundation's Program, including but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.

#### LIABILITY PROTECTION/WAIVER & RELEASE.

As consideration for being permitted to participate in the MOER Foundation's program, Volunteer does hereby and forever waive, release, and discharge the Released Parties (MOER Foundation, its officer, directors and employees)" from any and all liability, claims, and demands of every kind or nature, including those for personal or bodily injury, illness, death, or property loss or damage, which arise or may hereafter arise from Volunteer's participation in the MOER Foundation's Program. You shall assure that any person who operates a motor vehicle while in the course of volunteering with or representing the MOER Foundations community based programs shall have their own or individual car insurance and a valid drivers license and personal liability insurance.

***VOLUNTEER/SPONSOR UNDERSTANDS THAT THIS AGREEMENT DISCHARGES AND RELEASES THE MOER FOUNDATION FROM AND AGAINST ANY AND ALL LIABILITY OR CLAIM THAT THE VOLUNTEER/SPONSOR MAY HAVE AGAINST THE MOER FOUNDATION ARISING OUT OF, OR CONNECTED IN ANY WAY WITH, VOLUNTEER'S/SPONSOR'S PARTICIPATION IN THE MOER FOUNDATION'S PROGRAM, WHETHER OR NOT THAT LIABILITY ARISES, IN WHOLE OR IN PART, FROM ACTIONS OR OMISSIONS, INCLUDING THE NEGLIGENT ACTIONS OR OMISSIONS, OF THE MOER FOUNDATION. THIS WAIVER, RELEASE, AND DISCHARGE SHALL BE BINDING ON VOLUNTEER/SPONSOR AND VOLUNTEER'S/SPONSOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNEES.***

#### TERM AND TERMINATION:

This Agreement shall be in effect until either party requests its termination. This Agreement may be terminated by either party with or without cause upon 30 days prior written notice to the other party; but it may be terminated immediately by MOER Foundation if the volunteer breaches any term of this Agreement. Upon termination of this Agreement for any reason, The Volunteer shall cease its MOER Foundation program and return any and all materials, supplies, etc. provided by MOER Foundation.

CONTRACTUAL FORMALITIES:

You enter into this Agreement as a volunteer/sponsor, and nothing in this Agreement is intended, nor shall it be construed to create an agency, joint venture, partnership or employment relationship between it and MOER Foundation. The invalidity or waiver of enforcement of any provision of this Agreement shall not constitute the invalidity or waiver of the entire Agreement, and the remaining provisions of this Agreement shall remain in effect.

By signing this Release, hereby agrees as follows:

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN AGREEMENT BETWEEN MOER FOUNDATION AND MYSELF. I SIGN THIS RELEASE FREELY, VOLUNTARILY, AND WITHOUT DURESS.

SIGNATURES:

By: \_\_\_\_\_

*MOER Foundation Future Volunteer/Sponsor & Date*

Partnering Organization: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Work (\_\_\_\_\_) \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Email: \_\_\_\_\_

Designated contact person is: \_\_\_\_\_