



**WILDLIFE CONSERVATION SOCIETY
ACKNOWLEDGEMENT, RELEASE &
CONFIDENTIALITY AGREEMENT FOR ONGOING
VOLUNTEERS**

NAME OF VOLUNTEER:	
WCS LOCATION:	NYA
WCS DEPARTMENT/PROGRAM:	Animal/Dive
WCS CONTACT/SUPERVISOR:	Nelson Torres
SERVICE START DATE:	

Thank you for agreeing to volunteer your time and energy to support the mission and programs of the **Wildlife Conservation Society (“WCS”)**. This agreement (“Agreement”) sets forth our mutual understanding regarding your volunteer service for WCS. Please read the Agreement and sign it where indicated before your service begins.

1. I have requested and received permission from WCS to serve under the terms and conditions set forth in this Agreement as a **volunteer** to WCS, without compensation from WCS, in furtherance of WCS’s educational, charitable, conservation and research purposes, at such time or times as may be mutually agreed upon by me and WCS. I understand that as a WCS volunteer, I will abide by the Volunteer Dive Program Rules described in Attachment “A” (the “Rules”) and carry out the duties described in Attachment “B” (the “Activities”). I understand and agree I may be asked to perform additional duties, and that WCS may modify my existing duties and/or assignment at any time.

2. I acknowledge and agree that:
 - (a) I am entering into this Agreement and agreeing to carry out the Activities freely and voluntarily.
 - (b) As a WCS volunteer, I am making a commitment to perform a service that requires responsibility and accountability. I will perform the Activities to the best of my ability and conduct myself in a professional manner while representing WCS. I understand that my role is to provide a service to meet the needs of WCS.
 - (c) I am in good health and not aware of any physical problem or condition that will limit or interfere with my ability to participate in the Activities.
 - (d) I am committing to participate as a WCS volunteer for at least the minimum length of time described in Attachment B and to report for volunteer duties on the pre-determined schedule.
 - (e) I will follow all WCS policies and procedures. In particular, and without limitation, I acknowledge I received a copy of WCS’s COVID-19 safety and screening protocols and the WCS Volunteer Dive Team Handbook, which I have read and understood, and I will abide by all of the policies and procedures therein as a condition of my continued service as a WCS volunteer.
 - (f) I will receive no compensation, pay, benefits, or other privileges of employment of any kind from WCS for my Activities.

- (g) I am not and do not consider myself to be an employee, agent, or representative of WCS for any purpose.
- (h) I will not speak on behalf of WCS or represent WCS to third parties unless doing so is authorized by WCS as a part of the Activities or as WCS may otherwise authorize in writing.
- (i) I am not authorized to use WCS's names and logos without WCS's prior written approval.
- (j) I have no right or expectation of employment with WCS during or upon termination of this Agreement.
- (k) Either I or WCS may elect to terminate my volunteer service at any time for any reason upon written notice.

In addition, I understand that my performance as a WCS volunteer will be subject to review and evaluation by appropriate WCS staff. I also understand that if I receive an unsatisfactory performance evaluation, WCS may terminate my service as a WCS volunteer.

3. Assumption of Risk and Release of Liability and Use of Image

- (a) **I acknowledge that, due to the innate nature of snorkeling or scuba diving with compressed air in a zoo/aquarium and/or open water environment, the Activities may entail certain risks of injury or property damage to me and my belongings or to others and their belongings. The risks include, but are not limited to (i) decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber; (ii) if I am participating in an open water diving trip, that it may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber; and the (iii) inherent wild nature of zoo/aquarium animals, the nature of facilities or property owned, maintained or controlled by WCS, temperature, weather, water conditions and actions of other people including, but not limited to, zoo/aquarium volunteers and participants, visitors, guests, and spectators. Furthermore, I understand that the novel coronavirus ("COVID-19") has been declared a worldwide pandemic and is an extremely contagious disease that can lead to severe illness and death reported to be extremely contagious. According to the Centers for Disease Control and Prevention, senior citizens and people with underlying medical conditions are especially vulnerable. WCS has implemented enhanced health and safety measures at our facilities for our guests, our employees and our animals. Guests at WCS facilities are required to follow all posted instructions. Nevertheless, an inherent risk of exposure to COVID-19 exists in any public place where people are present. By participating in the Activity, whether at a WCS facility or elsewhere, I acknowledge that I may be exposing myself to, and increasing my risk of contracting or spreading, COVID-19. I am voluntarily participating in these Activities with full knowledge of the potential dangers involved. I assume all risks, known or unknown, associated with such Activities. In assuming these risks and signing this Release and Confidentiality Agreement, I am acting freely and entirely upon my own initiative, risk and responsibility. I acknowledge that WCS has made no warranty or representation, expressed or implied, regarding the safety of the Activities.**

- (b) I understand that I am not eligible for health, medical, disability or other insurance coverage provided through WCS. I further understand that I may not be eligible for workers' compensation benefits if I am injured or become ill as a result of my volunteer service. At my sole cost and expense, I agree to maintain adequate health insurance coverage during the entire time I serve as a WCS volunteer. Upon WCS's request, I agree to provide WCS with proof of such insurance coverage. I understand and agree that I am solely responsible for my health and for ensuring that I have all adequate vaccinations.
- (c) In consideration of WCS allowing me to serve as a volunteer in the manner described in this Agreement, which consideration is hereby acknowledged as adequate, **I hereby release, discharge and hold harmless WCS, its trustees, officers, agents, servants and employees, and the City of New York, from and against any and all liabilities, claims, suits, demands, actions, causes of action, judgments, expenses and fees whatsoever, including reasonable attorneys' fees, court costs and out-of-pocket expenses (collectively, "Claims") which I may have, now have or which may accrue in my favor in the future on account of any loss, damage or injury to person (including death) or to property regardless of the cause thereof, incurred, arising out of or in connection with (i) any aspect of the Activities, my use of materials or facilities, including but not limited to travel to and from WCS facilities or other sites in connection with my Activities or (ii) the taking of my Image and the use by WCS of my Image (as defined below). I further agree to indemnify, defend and hold harmless WCS, its trustees, officers, agents, servants and employees, and the City of New York, from and against any and all third party Claims arising out of or resulting from my performance of the Activities.**
- (d) California Residents: I expressly waive all rights under Section 1542 of the Civil Code of California, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must materially affected his settlement with the debtor."
4. I agree to keep strictly confidential all information and material about or relating to the operations, research, projects and finances of WCS, its partners, donors or others or concerning WCS's trustees, officers, employees and contractors, that is not publicly available and to which I have access in connection with the Activities ("Confidential Information"). I agree that upon termination of my service with WCS, or at the request of WCS at any time, I shall deliver to the WCS Supervisor all WCS information and material in my possession, custody or control, including Confidential Information.
5. In the event that, during the course of or in connection with the Activities, I develop or create any intellectual property, including but not limited to all written, graphic, audio, visual or other materials, reports, contributions, data, tools, methods, processes, discoveries, or inventions, in any format or media ("Intellectual Property"), I understand and agree that WCS shall own all rights, title and interest in

such Intellectual Property (including but not limited to copyrights, works of authorship, trademarks, trade secrets and patents). I agree that I will not publish, present, disclose, share, display or distribute any Confidential Information or Intellectual Property to third parties or to the public, or incorporate the same into any essay, article, publication, presentation, document or other work, except in connection with a publication or presentation related to the Activities, and only with the prior knowledge and consent of WCS.

6. I agree (i) to submit to WCS for review and approval any article, paper or other publication or presentation which results from the Activities at WCS or incorporates Intellectual Property belonging to WCS or developed or created by me during my time at WCS, in advance of such publication or presentation and allowing a reasonable amount of time for WCS's review and approval and (ii) to acknowledge the support of WCS in all such publications or presentations, unless otherwise instructed in writing by WCS. I agree to obtain WCS's prior written consent on any use of the WCS name or logo.
7. I hereby irrevocably grant to WCS the non-exclusive worldwide perpetual right, but not the obligation, to record my name, voice and likeness (collectively, my "Image") and to use, and allow others to use, my Image for any purpose related to WCS's charitable mission, including, without limitation, institutional, educational, promotional, fundraising or commercial purposes, in any manner or medium now or hereafter known throughout the universe forever, without compensation.
8. I agree to comply with all directives of WCS regarding my conduct on its premises or in sites where WCS operates, including all safety rules and regulations. I will also comply with any security restrictions, and other policies imposed by WCS while performing my Activities, including, without limitation, any special conditions specified in Attachment A which I acknowledge I have received, read and understand. I understand that I am solely responsible for my safety and conduct and for taking all appropriate and recommended precautions to safeguard my health and personal security.
9. I will carry out my Activities in a lawful, ethical and professional manner, and in accordance with this Agreement.
10. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without regard to New York's choice-of-law rules and shall be binding upon my heirs, next of kin, executors, administrators and assigns.
11. This Agreement may be executed electronically (i.e., PDF format), by facsimile and in one or more counterparts, each of which shall constitute an original document and all of which taken together will constitute one instrument.

IN WITNESS WHEREOF, I have read and understand this Agreement and have entered into it freely, without pressure or coercion, as of the date written below.

Signature of Volunteer

Print Name:

Address:

Date:

Parental or Guardian Consent *(if above volunteer signatory is age 17 or younger):*

I represent and warrant that: I am the parent or legal guardian of the minor who signed the above Agreement; I am at least 18 years old; I consent to my child/ward's Activities as described above; I have read, understand and have authority to, and do, consent to the terms of the Agreement as set out above and its execution by my child/ward; and, in consideration of my child's/ward's permission to undertake the above-described Activities, I acknowledge and agree that I and my child/ward are bound by its terms.

Signature of Parent or Guardian

Print Name:

Address:

Date:

Volunteer's Emergency Contact:

Name:

Phone:

Relationship:

ATTACHMENT "A"

New York Aquarium - WCS Volunteer Dive Program Rules

If I am accepted to take part in the New York Aquarium (NYA) Volunteer Dive Program (Program), I agree that I shall abide by all written and orally stated rules and regulations as well as comply with all of the following expectations:

TIME COMMITMENT

Divers must commit to one full day (8:00 a.m. to 5:00 p.m.) every other week, unless other arrangements are made before start of work, for no less than one year. Divers understand and agree that termination may occur for any reason at the will of the Dive Safety Officer, Assistant Dive Safety Officer, Director of Animal Operations, or an Animal Department Division Supervisor.

ATTENDANCE

Punctuality and regular attendance are essential. Failure to appear for a shift when scheduled without notifying the appropriate NYA dive team members in advance may result in **immediate** discharge from the program. When unable to appear for a shift, notify dive staff and Lead Diver (as indicated on the dive team activity notice) via email (ahead of time), or text or phone call (morning of shift).

DRESS CODE

1. Khaki pants or shorts, no jeans or skirts.
2. Dive Team T-shirt or other Dive Team top, or if unavailable, a navy T-shirt without any logos may be substituted.
3. Closed shoes or sneakers are required. No sandals are permitted.
4. Hats or caps must have Dive Team, NYA or WCS logo only.
5. Clothing must be neat and work-appropriate.
6. No jewelry can be worn except a wrist watch and/or wedding ring. **Any other jewelry must be removed or covered with a band-aid or medical tape.**

DIVER ILLNESS OR DISABILITY

Divers must be in good health to be able to participate in the Program. Should a diver become sick, injured or disabled and is unable to perform regular duties for a period of two (2) weeks or more, dive staff must be informed in writing, and keep the dive team calendar updated during their absence. Prior to returning to diving they must provide Medical Clearance in the form of a letter addressed to the Volunteer Coordinator, which states the medical condition of the diver, that the Doctor is aware of the diver's participation in the Program (which may involve the use of diving gear and heavy lifting) and that the diver has been medically cleared to continue participation in the Program. The letter must state any medical restriction placed upon the diver for continued participation. A form letter for this purpose is available on the team's shared drive. There is no obligation by dive staff to permit the return of any diver to active status. Additionally, divers may be required to be retested in basic diving skills prior to their return.

TELEPHONE NUMBER RELEASE

Divers understand and permit the Dive Volunteer Coordinator to release diver's telephone number(s) to the other volunteer divers to be used to contact one another for matters related to the Program, such as finding substitutes when divers are unable to make a scheduled dive or other function.

Divers shall not divulge any of the names or telephone numbers or any other information about other members of the Program to any other person, corporation or other entity without the express prior permission of the Volunteer Coordinator and the person whose information is involved.

RECORD KEEPING AND SIGNING IN

Divers must sign in and out for each shift worked at NYA.

SMOKING

Smoking is prohibited in all public areas of NYA, whether indoors or outdoors. Persons 21 or older who smoke may only do so in staff designated smoking areas.

MAINTAINING PROFESSIONAL CONDUCT

Volunteers are expected to be courteous and friendly to visitors and staff at all times. Observed inadequate or improper performance of tasks may result in a verbal warning or, depending upon the severity of the incident, possible immediate termination. The determination regarding termination from the program shall rest completely within the discretion of Dive Safety Officer, Assistant Dive Safety Officer, Director of Animal Operations, or an Animal Department Division Supervisor.

Volunteers shall not:

1. Be permitted in an animal enclosure area or behind the scenes without a spotter or specific authorization from a division employee.
2. Disclose information which is sensitive or confidential or which includes information concerning records, food intake totals, medications, physical condition of animals, animal transport, etc.
3. Be permitted to touch an animal, except in an Aquarium-approved picture and only under direct supervision of a division employee.
4. Encourage animals to perform behaviors or put their limbs or heads over an exhibit or enclosure barrier.
5. Administer medication or food to animals, unless directed by a division employee.
6. Act in a manner contrary to the mission of the Wildlife Conservation Society.
7. Falsify any records, submit or complete required forms with knowingly false information.
8. Act in a manner which actually or potentially endangers the well-being of visitors, employees, other volunteers or animals.
9. Act in a manner which exhibits immoral or indecent behavior.
10. Gamble on Aquarium premises.
11. Use, carry or be in presence of anyone using or carrying illegal drugs or alcohol.
12. Possess any type of weapon on Aquarium premises.
13. Fight on Aquarium premises.
14. Destroy property of Aquarium, employees, other volunteers or visitors.
15. Remove property from its place without permission from or direction of an employee.
16. Enter Aquarium premises during non-public hours without authorization.
17. Be permitted to bring guests into work areas or into the Aquarium without complying with Aquarium rules and after receiving approval from the Dive Volunteer Coordinator.

ADDITIONAL RULES AND REGULATIONS

1. Keepers' instructions are to be carried out explicitly; and should a conflict or miscommunication occur, the volunteer should communicate the problem directly to dive staff.
2. No food, drink for human consumption or smoking is permitted in any animal enclosure areas.
3. Food must not be left unrefrigerated or uncovered.

4. Cell phone use is prohibited during dive team activities except in emergency or with approval of dive staff or the lead diver.
5. Picture taking is permitted from public access area or other areas specified in the dive team handbook only, and never of construction, medical procedures, or in the back hallway of Sea Cliffs.

I have read and understand the above rules established for the dive volunteer position with the Aquarium, and I acknowledge that I have received a copy of these rules for my records.

Print Name

Date

Signature

ATTACHMENT B

DESCRIPTION OF VOLUNTEER ACTIVITIES

NAME OF VOLUNTEER:

MINIMUM TERM OF SERVICE: One year

DESCRIPTION OF ACTIVITIES: (Include only tasks traditionally reserved for volunteers):

Scuba diving, hookah diving, surface supply diving, and breath-hold diving to assist animal staff with basic underwater animal husbandry duties including cleaning and maintenance of enclosures, assessment and/or capture of animals for veterinary examination and care, retrieval of mortalities, minor modifications to exhibits, and other tasks as assigned by animal staff. Accompanying tasks include set up and break down of dive equipment, set up and breakdown of underwater cleaning equipment including vacuum systems and pressure washing systems, use of light underwater power tools, cleaning and organization of dive activities, and other tasks as directed by animal staff. Other projects in support of dive staff and animal keepers, including open water diving for surveying and research.