

WAIVER TO VOLUNTEER AT A MEMBER CENTER OR EVENT  
AS A GRANITE STATE AMBASSADOR

Date:

I, \_\_\_\_\_, wishing to volunteer my time and services as a Granite State Ambassador at our partner's visitor information centers and events, I hereby acknowledge that said organizations are doing everything they can to protect the public as well myself as a volunteer. To this extent, I agree to follow Center of Disease Control (CDC) and local health district guidelines set forth by our state and our partners as well as Granite State Ambassadors Inc's policies and procedures for social distancing to reduce the spread of Novel Coronavirus, or COVID-19. This will require me to maintain six (6) feet of distance between myself, fellow volunteers, and patrons of the organization as much as possible and to not volunteer if I have respiratory symptoms or a temperature above 99 degrees. This procedure will be required for visitor-to-visitor contact as well to limit exposure.

Per individual visitor center / event policy, if required, I agree to utilize surgical masks or improvised masks such as scarves, bandanas, and handkerchiefs to reduce the risk of exposure to myself and others. I agree to wash or sanitize my hands after using the restroom, sneezing, and coughing, and before eating or preparing meals or sundries for distribution, and if required or for my comfort, I will properly wear and utilize sterile gloves. Ultimately, I take responsibility for my own health and welfare by utilizing the health resources provided to me or by providing my own PPE.

I understand that there is no direct medical health coverage afforded to me during my relationship Granite State Ambassadors and their partners. Granite State Ambassadors Inc and our partners are not responsible for any potential exposure to Novel Coronavirus, or COVID-19, which is not a direct result of negligence on the part of their employees, volunteers, or the organization. Unless specifically stated in writing, I understand that there is no New Hampshire Labor / employment security insurance provided to me.

Granite State Ambassadors does, however, carry a supplemental volunteer insurance policy that I may apply for benefits through. I acknowledge that I have read the details provided (link is on [www.nhgranitestateambassadors.org/gsa](http://www.nhgranitestateambassadors.org/gsa)) about this policy and its coverages.

By signing below, I agree to comply with the written instructions above. Failure to comply with these written instructions or verbal instructions from staff may result in my volunteer privileges being removed and I may be asked to leave the premises.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Visitor Center Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

# NH Granite State Ambassadors



Providing Training, Management & Service to NH's Tourism Industry Since 1996

## Volunteer Service Agreement

Whether you are strictly a volunteer or are an industry employee, please complete this *Volunteer Service Agreement*. Doing so does not “require” you to provide volunteer service; it just covers you as a Granite State Ambassadors (GSA) volunteer, if in fact, you do volunteer for New Hampshire Granite State Ambassadors, Inc.

NH Granite State Ambassadors encourages volunteerism. We do, however, value those employees who are paid to work at, both traditional and non-traditional, visitor contact points. We encourage both employees and volunteers hold their certification as a GSA in the highest regard.

This Agreement, made on \_\_\_\_\_ (date of certification) by and between NH Granite State Ambassadors, Inc. (charity) and

\_\_\_\_\_  
(Volunteer)  
\_\_\_\_\_  
(Home Address/City/State/Zip)  
\_\_\_\_\_  
(Phone Number(s))  
\_\_\_\_\_  
(E-mail)  
\_\_\_\_\_  
(Business Affiliation, if any)

IN CASE OF EMERGENCY, please contact: (Name) \_\_\_\_\_

(Relationship to volunteer) \_\_\_\_\_ (Phone) \_\_\_\_\_

I AGREE TO INPUT, UPDATE, AND MAINTAIN THIS AND OTHER KEY/REQUIRED INFORMATION ONTO THE NHGSA ONLINE COMMUNICATION SYSTEM TO HELP CENTER MANAGERS AND STAFF ACCOUNT FOR VOLUNTEERS WHILE ON DUTY AT VISITOR CENTERS, TOURS, SPECIAL EVENTS, AND OTHER VOLUNTEER DUTIES AND MEETINGS WHILE ACTING AS A GRANITE STATE AMBASSADOR. THIS INFORMATION WILL NOT BE SHARED WITH ANYONE, UNLESS IN CASE OF EMERGENCY TO SUPPORT THE HEALTH AND WELL-BEING OF OUR VOLUNTEERS.

\_\_\_\_\_  
GSA Signature

\_\_\_\_\_  
Date

**-- Please read & initial information on the back-side --**

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WITNESSETH:

Whereas, volunteer intends to donate services to the charity identified above, and the said charity intends to accept the donation of volunteer services.

NOW THEREFORE, in consideration of the mutual promises, the parties hereto agree as follows:

1. Volunteer agrees to donate services to the charity in the capacity of a Granite State Ambassadors (GSA). Said services shall include, but may not be limited to, the following:
  - a. Guest Services Advisor
  - b. NH Information Specialist
  - c. Visitor Center Front Desk Volunteer
  - d. Special Event Volunteer
  - e. Committee Member
2. It is mutually and expressly understood that volunteer services shall be donated, and that said volunteer is not entitled to nor expects any present or future salary, wages, or other benefits for these voluntary services.
3. Volunteer agrees to follow the supervision and direction of any personnel, employee, or volunteer, to whom volunteer has been assigned to perform services, and to participate in any training required by the charity in order to perform the voluntary services.
4. Volunteer agrees that he/she will not be considered to be an employee of the charity, for any purposes other than tort claims and injury compensation, while performing the above described voluntary services.
5. Volunteer further understands that if volunteer is responsible for injuries to their parties or damages to their property while acting outside the scope of assigned volunteer duties that said volunteer may be held personally liable for any monetary damages a court may award to the injured party.
6. It is further understood and agreed to by volunteer that the services rendered to the charity shall apply only in the case of liability arising out of the ordinary negligence that occurs during the scope of the volunteer's service agreed to herein, and that in no way do any of these provisions apply for the benefit of volunteer, his/her heirs, executors or administrators in any action arising out of gross negligence, willful misconduct, or any other conduct on the part of said volunteer, which cause or may give rise to criminal liability.
7. Volunteer further agrees that volunteer will fully cooperate with the charity and its agents in any investigation lawsuit, arbitration, or any other legal or quasi-legal proceedings that arise from the matters covered by this agreement. Volunteer further agrees to notify the charity immediately of any incident that occurs or may occur within the knowledge of the volunteer, which gives rise to liability on the part of the volunteer of the charity.
8. I understand that my volunteer assignment will begin the date of the volunteer's certification training graduation and agree that the volunteer assignment will end one year after volunteer's last provided service, or if sooner, when volunteer has not provided at least 3 hours of service in any 12 consecutive month period. I also understand that my volunteer assignment may be terminated at any time by either party to this agreement. *--- This form was adapted from the NH Department of Labor ---*

*Please initial*

# NH Granite State Ambassadors



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## **VOLUNTEER RIGHTS AND RESPONSIBILITIES**

NH Granite State Ambassadors (NHGSA) provides the information below for reference only. Laws and rule may change without notice. NHGSA provide the website address from where the information below was retrieved. Please take some time to learn about your rights and responsibilities as a volunteer in New Hampshire.

- I. The **General Court of NH** [www.gencourt.state.nh.us](http://www.gencourt.state.nh.us) has a law which limits the liability for volunteers as defined below:

### **TITLE LII ACTIONS, PROCESS, AND SERVICE OF PROCESS CHAPTER 508 LIMITATION OF ACTIONS Section 508:17**

#### **508:17 Volunteers; Nonprofit Organizations; Liability Limited. –**

I. Any person who is a volunteer of a nonprofit organization or government entity shall be immune from civil liability in any action brought on the basis of any act or omission resulting in damage or injury to any person if:

(a) The nonprofit organization or government entity has a record indicating that the person claiming to be a volunteer is a volunteer for such organization or entity; and

(b) The volunteer was acting in good faith and within the scope of his official functions and duties with the organization; and

(c) The damage or injury was not caused by willful, wanton, or grossly negligent misconduct by the volunteer.

I-a. [Repealed.]

II. Liability of a nonprofit organization for damage or injury sustained by any one person in actions brought against the organization alleging negligence on the part of an organization volunteer is limited to \$250,000. Such limit applies in the aggregate to any and all actions to recover for damage or injury sustained by one person in a single incident or occurrence. Liability of a nonprofit organization for damage or injury sustained by any number of persons in a single incident or occurrence involving negligence on the part of an organization volunteer is limited to \$1,000,000.

III. Nothing in this section shall be construed to affect any civil action brought by any nonprofit organization against any volunteer of such organization.

IV. Volunteer activity related to transportation or to care of the organization's premises shall be excepted from the provisions of paragraph I of this section.

V. In this section:

(a) ""Damage or injury" includes physical, nonphysical, economic and noneconomic damage and property damage.

(b) ""Nonprofit organization" shall include, but not be limited to, a not for profit organization, corporation, community chest, fund or foundation organized and operated exclusively for religious,

--Over--

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cultural, charitable, scientific, recreational, literary, agricultural, or educational purposes, or to foster amateur competition in a sport formally recognized by the National Collegiate Athletic Association, and an organization exempt from taxation under section 501(c) of the Internal Revenue Code of 1986 organized or incorporated in this state or having a principal place of business in this state.

(c) "Volunteer" means an individual performing services for a nonprofit organization or government entity who does not receive compensation, other than reimbursement for expenses actually incurred for such services. In the case of volunteer athletic coaches or sports officials, such volunteers shall possess proper certification or validation of competence in the rules, procedures, practices, and programs of the athletic activity.

**Source.** 1988, 280:1. 1990, 116:1-3, eff. Jan. 1, 1991. 1998, 255:1, 2, eff. Jan. 1, 1999.

II. The **NH Department of Labor** Administrative Rules provides valuable volunteer information at [www.labor.state.nh.us](http://www.labor.state.nh.us) under Chapter 800 Payment of Wages and Requirements of Employers.

III. The **Giving and Volunteering** section of [www.independentsector.org](http://www.independentsector.org) provides information on giving of both time and money. A particularly interesting page is "Dollar value of volunteer time". The estimated dollar value of volunteer time is \$18.77 per hour for 2006.

IV. The **Fair Labor Standards Act** as clarified by 29 CFR 553:100-106, Subpart B – Volunteers. For the full FLSA please go to [www.dol.gov](http://www.dol.gov) Employment Standards Administration, Wage & Hours Division, Fair Labor Standards Act (FLSA)

## **553.101 "Volunteer" defined.**

(a) An individual who performs hours of service for a public agency for civic, charitable, or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered, is considered to be a volunteer during such hours. Individuals performing hours of service for such a public agency will be considered volunteers for the time so spent and not subject to sections 6, 7, and 11 of the FLSA when such hours of service are performed in accord with sections 3(e)(4) (A) and (B) of the FLSA and the guidelines in this subpart.

(c) Individuals shall be considered volunteers only where their services are offered freely and without pressure or coercion, direct or implied, from an employer.

(d) An individual shall not be considered a volunteer if the individual is otherwise employed by the same public agency to perform the same type of services as those for which the individual proposes to volunteer.



Name (print): \_\_\_\_\_

### **Volunteer Policy Manual**

The Volunteer Policy Manual is an important document intended to help you become acquainted with New Hampshire Granite State Ambassadors (NHGSA). The Policy Manual will serve as a guide and reference manual during your time with the organization.

Please read the following statements and sign below to indicate your receipt and acknowledgement of the NHGSA Policy Manual.

- ❖ I understand that the policies, rules and benefits described in the NHGSA Policy Manual are subject to change at the sole discretion of New Hampshire Granite State Ambassadors at any time.
- ❖ The language used in this manual is not intended to create, nor is it to be construed to constitute an employment contract between NHGSA and any one or all of its volunteers.
- ❖ I further understand that my volunteering is terminable at will, either by NHGSA or myself, regardless of the length of my volunteering.
- ❖ I understand and agree that it is my responsibility to read the NHGSA Policy Manual and to abide by the rules, policies and standards it contains.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **Carpool Waiver of Liability and Express Assumption of Risk**

NH Granite State Ambassadors is aware that volunteers have expressed a desire to carpool to/from certain NH Granite State Ambassadors-sponsored events. NH Granite State Ambassadors supports this effort at being "green" and is willing to facilitate such carpool arrangements through [postings, email correspondence, etc.]. However, NH Granite State Ambassadors disclaims any liability for accidents or incidents that may occur while volunteers are carpooling to or from NH Granite State Ambassadors sponsored events. Accordingly, if you want to carpool to any NH Granite State Ambassadors-sponsored events, we ask that you sign this carpool waiver.

I am informed and understand that participation in carpooling is strictly voluntary and that such participation is not an activity within the course and scope of my volunteer duties and is not required. I hereby assume full responsibility for all risk of injury or loss, including death, which may result from my participation in carpooling. I shall look to insurance which covers the vehicle, or my own insurance as the sole source of recovery in the event of an accident occurring during the carpooling.

I am further informed and understand that this carpooling opportunity is provided by NH Granite State Ambassadors at the request and for the benefit of its volunteers. I understand that NH Granite State Ambassadors has not examined and makes no representation as to the accuracy, validity, or severity of the motor vehicle records, criminal records, civil judgment records or any other personal information of individuals offering to participate in carpooling. In consideration of the opportunity to participate in this carpooling opportunity, I hereby release, indemnify, hold harmless and forever discharge NH Granite State Ambassadors and its directors, officers, employees, agents, affiliates, successors and assigns, individually and in their official capacity, from any and all claims, actions, demands, causes of action, debts, damages, costs, expenses, lawsuits, judgments, and liabilities of every kind and nature, whether known or unknown, in law or equity, including attorney fees, arising out of, concerning or in any way related to my participation in this carpooling opportunity.

I certify that I have read the foregoing paragraphs and fully understand the terms contained therein. I further accept these terms freely and without inducement.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ (over)

New Hampshire Granite State Ambassadors  
470 Mast Road, Goffstown NH 03045



## Permission to Use Photograph

I hereby grant to New Hampshire Granite State Ambassadors, its representatives, and employees the right to take photographs of me and my property in connection with my involvement in New Hampshire Granite State Ambassadors activities and events.

I authorize New Hampshire Granite State Ambassadors, its assigns, and transferees to copyright, use and publish my likeness in a photograph, video, or other digital media (\*photo\*) in any and all of its publications, including web-based publications, without payment or other consideration.

I agree that New Hampshire Granite State Ambassadors may edit, alter, copy, exhibit, publish or distribute these photos for any lawful purpose, including (for example) such purposes as publicity, illustration, advertising, and web content. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears.

I understand and agree that all photos will become the property of New Hampshire Granite State Ambassadors and will not be returned. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I have read and agree to the above.

I disagree, and do not give my permission. I understand that group photos will be taken periodically. By participating in a group photo, I give my permission for it to be used as stated above.

I agree, with these exceptions: \_\_\_\_\_

Printed name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature, parent or guardian \_\_\_\_\_  
(if under age 18)

(over)