



# SEA SHEPHERD CONSERVATION SOCIETY

## VOLUNTEER WAIVER OF LIABILITY

This Volunteer Waiver of Liability ("Waiver") is made effective on \_\_\_\_\_ [month/date/year] by and between Sea Shepherd Conservation Society ("SSCS") and myself, \_\_\_\_\_ [name of the undersigned volunteer]. In consideration of my association with SSCS, which for the purposes of this Waiver shall be defined to include my association with any and all staff members, volunteers, affiliates, and/or international subsidiaries/branches of SSCS, whether or not incorporated in their respective countries of location, I agree that:

I assume the entirety of any and all risks associated with volunteering with SSCS, whether on land, at sea, in port, on shore, or en route to or from any location or vessel, in any capacity in which I might serve.

I agree that I am volunteering with SSCS entirely upon my own initiative, risk, and responsibility. I acknowledge that I am a volunteer, everything I do for SSCS is done as a volunteer, and I am not entitled to any wages, consideration in any form, or compensation for anything I do for or as a volunteer with SSCS.

I agree for myself, my heirs, executors, and administrators, to release, hold harmless, and forever discharge SSCS, its Board members, employees, volunteers, supporters, vessels, officers and personnel from any and all claims, demands, damages, actions or causes of action, in law, admiralty or equity, on account of my death, or on account of any injury to me or my property, which may occur from any cause whether on land or at sea, in port, on shore, or en route to or from any location or vessel, or that may arise from the active or passive acts, omissions or negligence of SSCS, unless such claim is directly caused by SSCS's fraud, willful injury or willful violation of the law. I take full and sole responsibility for any negligence by me, and agree to fully indemnify SSCS for any loss or damage caused by such negligence. I agree that I am fully and solely responsible for payment of all medical expenses and other damages arising if I am injured or become ill while volunteering, whether on or off a SSCS vessel.

I acknowledge and understand completely that activity with SSCS, whether at sea, in port, on shore, or en route to or from any location or vessel, may be inherently dangerous. I further acknowledge that I will take full responsibility for any injury to myself.

**I have read and understand this release.**

ACCEPTED AND AGREED:

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Signature

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Printed Name

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Title (On-Shore Volunteer, Crewmember, etc.)

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Date



# SEA SHEPHERD CONSERVATION SOCIETY

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made effective on \_\_\_\_\_ [month, date, year] by and between Sea Shepherd Conservation Society ("SSCS") and myself, \_\_\_\_\_ [name of the undersigned employee/volunteer]. In consideration of my association with SSCS, which for the purposes of this Agreement shall be defined to include my association with any and all staff members, volunteers, affiliates, and/or international subsidiaries/branches of SSCS, whether or not incorporated in their respective countries of location, I agree that:

### 1.) Term

This Agreement shall be deemed effective as of the commencement of my initial contact with SSCS and shall continue in full force and effect for the duration of my association with SSCS and indefinitely thereafter.

### 2.) Confidentiality

(a) Confidential Information. The success of SSCS depends upon the proper safeguarding of Confidential Information ("Confidential Information") developed within SSCS or entrusted to SSCS by clients, consultants, business associates, and other third parties (such as donors, supporters, etc.). Some of the information I receive may also touch upon the privacy interests of individuals affiliated with SSCS and must be safeguarded for that reason as well. I promise to preserve the confidentiality of SSCS's private and confidential information that is learned or developed by and/or disclosed to me through my association with SSCS and to use all such information only as necessary and appropriate for SSCS's legitimate business purposes. I also promise to safeguard against disclosure without the prior written consent of SSCS all information touching on the privacy interests of employees, volunteers, and clients of SSCS. Such Confidential Information includes, without limitation:

(1) information about SSCS's former, current, and/or potential future campaigns, including any campaign-related research, media, strategies, coordinates/routes travelled, data, methods of collecting data, and/or information collected regarding the activities of various entities (including but not limited to government organizations, non-government organizations, businesses, etc.) and/or individuals;

(2) financial information of any kind regarding SSCS and/or its members, employees, volunteers, clients, donors, supporters, consultants, customers, distributors, vendors, media companies, and/or business associates, including but not limited to costs, surpluses, markets, sales, unpublished financial information, budgets, revenues, projections, contracts, accountings, and other financial records and documents;

(3) the identity, location, practices, requirements and/or other information of SSCS members, employees, volunteers, clients, donors, supporters, consultants, customers, distributors, vendors, media companies, and/or business associates;

(4) communications of any kind between SSCS and any members, employees, volunteers, clients, donors, supporters, consultants, customers, distributors, vendors, media companies, and/or business associates;

(5) SSCS documents, contracts, agreements, correspondence and/or all other similar business records; and/or

(6) all other information that has or could have commercial or strategic value—or value of any other kind—to the business/mission in which SSCS is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of SSCS and/or its clients, whether or not such

information is identified as Confidential Information by SSCS.

(b) Proprietary Information. Additionally, during my association with SSCS, I may become involved in, or learn about matters regarding Proprietary Information ("Proprietary Information") which may or may not be related to the associates and/or principals of SSCS (collectively referred to as "Protected Parties"). Such Proprietary Information includes, but is not limited to ideas, trademarks, service marks, sound marks, inventions, patents, designs, trade secrets, strategic plans, copyrights, copyrightable works, and/or business ideas. I agree that all matters of Proprietary Information, whether or not relating to the Protected Parties, are acknowledged to be private, confidential, and/or proprietary. I agree that I will not at any time (whether before, during, or after the term of my association with SSCS) disseminate, publish, and/or disclose any Proprietary Information of any kind dealing with or in any way related to the Protected Parties that I learned or gained access to as part of my association with SSCS. I further agree not to take or to disseminate to anyone at any time without the prior written consent of SSCS:

- (1) any photographs or other likenesses of the Protected Parties;
- (2) materials written by the Protected Parties;
- (3) audio and/or video recordings of the Protected Parties in any form; and/or

(4) documents, agreements, correspondence, phone numbers, daily logs or calendars, computer software, storage media, computer data, and/or any other material(s) relating to the Protected Parties or their business or professional or personal affairs.

### 3.) Obligation

I will not directly or indirectly use, make available, sell, disclose, and/or otherwise communicate to any third party, other than in my assigned duties and with the express prior written consent of SSCS, any of SSCS's Confidential and/or Proprietary Information, either during or after my association with SSCS. I agree not to publish, disclose, or otherwise disseminate such information, except where required by law or compelled by legitimate court order. I acknowledge that I am aware that the unauthorized disclosure of Confidential and/or Proprietary Information of SSCS may be highly prejudicial to its interests, an invasion of privacy, and/or an improper disclosure of campaign strategies/trade secrets.

### 4.) No Publicity

I shall not at any time use SSCS's name or any SSCS trademark(s), trade name(s), or other intellectual property in any printed materials (including but not limited to educational materials, brochures, flyers used for advertising or publicity, etc.) without the prior written consent of SSCS. Furthermore, I will not conduct any interviews with the media or any outside party without the express prior written consent of Captain Paul Watson or another authorized Officer of SSCS.

### 5.) Ownership and Termination

All Confidential and/or Proprietary Information is and shall remain as between me and SSCS, the sole and exclusive property of SSCS. Upon request, or when my association with SSCS terminates, I will immediately deliver to SSCS all documents and property of SSCS, including but not limited to files, correspondence, photographs, video recordings, samples, notes, memoranda, reports, manuals, computer programs, cell phones, computers, and all other equipment and/or materials and copies thereof relating in any way to SSCS's business or in any way obtained by me during the course of my association with SSCS. I further agree that I will not retain copies, notes or abstracts of any of the above.

### 6.) Warranties

I represent and warrant that (i) I have no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with my undertaking a relationship with SSCS; (ii) I will not use in the performance of my responsibilities for SSCS any confidential materials or documents belonging to a current or former employer; (iii) I have not entered into and will not enter into any agreement (whether oral or written) that is in conflict with this

Agreement; (iv) from the time of my first contact with SSCS I have held in strict confidence all Confidential and/or Proprietary Information and have not disclosed any such information, either directly or indirectly, to anyone outside SSCS, except to the extent otherwise permitted in this Agreement; and (v) this Agreement constitutes a legally binding obligation, enforceable in accordance with its terms. In the event that I am unable to comply with any of the above items (i)-(v), I will provide full written disclosure explaining the reasons and/or circumstances behind each instance of noncompliance.

7.) General

This Agreement shall be binding upon me, my heirs, executors, assigns, and/or administrators and is for the benefit of SSCS and its successors and/or assigns. This Agreement is governed by and will be construed in accordance with the laws of the United States and the State of Washington without regard to conflict of law principles. I acknowledge that any breach of this Agreement may cause irreparable injury to SSCS and that SSCS may seek and obtain injunctive and/or other equitable relief against such breach. I also understand that other action may be taken and remedies may be enforced against me. Should either I or SSCS, or any heir, personal representative, successor and/or permitted assign of either party, resort to legal proceedings to enforce this Agreement, I agree that the prevailing party (as defined in Washington statutory law) in such legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and/or costs incurred in connection with such proceeding.

8.) I acknowledge that I have had the opportunity to consult legal counsel in regard to this Agreement, that I have read and understand the terms of this Agreement, that I am fully aware of its legal effect, and that I have entered into it freely and voluntarily and based on my own judgment and not on any representation or promises other than those contained in this Agreement. I acknowledge that I have been advised to keep a copy of this Agreement for my own personal records.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

ACCEPTED AND AGREED:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title (Employee, On-Shore Volunteer, Crewmember)

\_\_\_\_\_  
Date