

VOLUNTEER AGREEMENT

Before participating as a volunteer in any event or activity of The Doug Flutie, Jr. Foundation for Autism, Inc., the undersigned (referred to herein as “you”) is required to read and execute this Volunteer Agreement (the “Agreement”) and to complete and submit the attached Volunteer Information Form. By executing this Agreement, you agree to all of the policies and terms set forth herein.

1.1 Participation

The decision of whether and to what extent to permit you to participate as a volunteer in Foundation events or activities shall be made in the sole discretion of the Foundation.

1.2 Reference Check

You understand and agree that the Foundation may verify your employment and volunteer experiences and you agree to make the necessary contact information known on the Volunteer Information Sheet and to provide your employer or other organizations with such authorization as they may request to release information regarding your employment and volunteer experiences.

1.3 Autograph and Relationship Policy

You agree not to seek autographs or other interaction with celebrities in attendance at Doug Flutie Jr. Foundation for Autism events, except such interaction as is directly related to and necessary for your work for the Foundation. In addition, the Doug Flutie Jr. Foundation for Autism discourages the practice of initiating or engaging in a personal relationship with Foundation employees, attendees and, especially, celebrities while at events.

1.4 Policy Against Discrimination of Harassment

The Doug Flutie Jr. Foundation for Autism does not condone or tolerate, and you agree to refrain from, any conduct that infringes upon a person’s being through discrimination or harassment based on race, gender, sexual orientation, color, religion, national origin, age, ancestry, disability, genetic information or any other class protected by law.

1.5 Drug and Alcohol Abuse Policy

You are prohibited from, and you agree to refrain from, (a) using, possessing, selling or transferring alcohol or illegal drugs or misusing or abusing legal drugs while working for the Foundation or while on Foundation premises or at Foundation events, or (b) reporting for work or from performing any services for the Foundation while impaired by or under the influence of a controlled substance, drug or alcohol.

1.6 Confidentiality

You understand that it is of the utmost importance that all confidential information regarding the Foundation and Doug Flutie and his family remain confidential, particularly in light of the celebrity nature of both Doug Flutie’s

professional status and that of his family's foundation. "Confidential information" includes all information regarding or belonging to the Foundation or the Fluties that is not available to the general public, including: donor lists and all information contained therein; strategic plans; campaign information; financial information; personnel information (including salary information and medical data); and all records, files and documents containing any such information. You may not disclose, distribute or publish confidential information to an outside individual or organization without proper authorization at any time or use confidential information for any purpose other than the performance of services as requested by the Foundation. The Foundation may seek an injunction or other legal action to protect its confidential information.

1.7 Public Statements.

Under no circumstances may you discuss matters concerning The Doug Flutie, Jr. Foundation for Autism, or Doug Flutie or his family in any public forum without the Foundation's express written consent. Any oral or written statement made through the internet or to any print, radio or television journalist, reporter, representative or service, or a representative of any other communications media, shall be deemed to be made in a public forum.

1.8 Release and Indemnity

You understand that your participation in any fundraising or other type of event or activity of the Doug Flutie Jr. Foundation for Autism is at your own risk. You acknowledge that some events or activities are potentially dangerous and that you are voluntarily assuming all inherent risks, including the risk of accident, injury or death, both known and unknown, howsoever arising out of such events and activities. Accordingly, in consideration of being permitted to participate in Foundation events or activities, you, on behalf of yourself and your heirs, assigns, beneficiaries, administrators, executors and representatives, hereby release, discharge and hold harmless, The Doug Flutie, Jr. Foundation for Autism, Inc., and its members, directors, officers, employees and agents (the "Foundation Group") from and against all claims, costs, injuries, damages, losses, liabilities, and causes of action suffered by you or by any other person ("Claims"), including Claims for personal injury, death or damage to personal property, arising from or occurring in connection with your participation or the participation of any other person in any Doug Flutie, Jr. Foundation for Autism event or activity, including injury, death or damage caused in whole or in part by the negligence or wrongdoing of any member of the Foundation Group. You agree that neither you nor any of your heirs, assigns, beneficiaries, administrators, executors or representatives will ever assert in any forum any such Claim, and you shall indemnify and hold harmless all members of the Foundation Group from and against any such Claim (including reasonable attorneys fees and costs incurred in defending such Claim).

1.9 General

You agree that all disputes and matters whatsoever arising under, in connection with or incident to, or related in any way to this Agreement or any Foundation activity or event shall be litigated, if at all, in a court located in the Commonwealth of

Massachusetts, and you consent to the exclusive jurisdiction of such court. This Agreement is governed by Massachusetts law and is executed under seal.

Signature

I have read and understand and agree to terms of this Agreement, including the release and indemnity included in Section 1.8, and am executing this Agreement voluntarily without coercion and without reliance on any representation, express or implied, by any member of the Foundation Group. I understand that this Agreement waives important legal rights. I have had an adequate opportunity to consider this Agreement and to obtain such legal or other advice in regard to it as I considered advisable.

Signature

Date

Volunteer Information Sheet

Name: _____

Address: _____

City/State/Zip: _____

Home Phone: _____

Work Phone: _____

Email: _____

Emergency Contact: _____

Contact Phone Number: _____

Relationship to Volunteer: _____

Present Employer, Position and Employer Contact Information:

Past Volunteer Experience and Contact Information (specifically, please list any other Autism Organizations with whom you have volunteered):

How did you hear about the Doug Flutie Jr. Foundation for Autism?

Please fax to: The Doug Flutie Jr. Foundation at #508-270-6868 or mail to P.O. Box 767, Framingham, MA 01701