

# South Carolina Military Department Volunteer Intern Agreement (Occasional Service)

*This agreement is for “occasional service” volunteers who provide “one-time”, short term, or occasional service. **It is not to be used for regular service volunteers, volunteers who may drive South Carolina Military Department vehicles or volunteers who would need a criminal background check to work with minors.***

## Volunteer Intern Information:

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

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

Mailing Address:

Phone Number (Cell Phone Preferred): \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

In exchange for being allowed to serve as a volunteer intern with the South Carolina Military Department (SCMD), I, the Volunteer, enter into this Agreement to clearly define the relationship through which I will provide services to the SCMD. This Agreement is entered pursuant and subject to the Volunteer Protection Act of 1997, 42 U.S.C. §§ 14501, *et seq.*, and S.C. Code Sections 8-25-10 through 8-25-50 (1976 as amended). I agree to comply with rules and policies, including but not limited to SCMD’s anti-harassment policy and policies on conflicts of interest, applicable to my volunteer activities and to coordinate those activities with the SCMD Coordinator and understand failure to do so may result in my dismissal from the volunteer intern program. I understand that the SCMD will need to report on the hours I volunteer, and I will assist in documenting my time.

Liability Limitations and Acknowledgement of Risks – I, the Volunteer, accept and understand that I am subject to both the benefits and limitations of the South Carolina Tort Claims Act pursuant to S.C. Code Section 8-25-40. I understand I may be exposed to potential risks over which the SCMD may or may not have any control. Taking into consideration my personal health and access limitations for some work locations, I acknowledge that I have the ultimate responsibility to determine whether I can safely participate before engaging in specific volunteer intern activities.

Because I am not an employee of and receive no compensation or employment benefits from the SCMD, I will not be eligible for workers compensation protections. Accordingly, I hereby release and hold harmless the SCMD and its officials, employees, and agents from any liability to me for any injury, accident, harm, or other damage to me that arises out of my participation in the volunteer internship program. To the extent authorized by law, my activities as a volunteer may be covered by the SCMD’s liability insurance coverage for third party claims against me, as provided through the Insurance Reserve Fund.

Photo, Audio, Video Release – I grant the SCMD permission to use photographs, pictures, audio, and/or video broadcasts or recordings of me (collectively, “Content”) as described below. SCMD may use the Content on the internet and similar platforms/applications, in broadcasts, and in any print or digital form including public presentations, publications, educational materials, derivative works, or similar uses. I understand and agree that the Content may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product or any derivative works. I also understand and agree that I may be identified by name and/or title in information that might accompany the Content. My release of Content to SCMD is a royalty-free, nonexclusive, and permanent / irrevocable right to reproduce, publish, republish, or otherwise use the Content and has no geographic limits. If acquired by or provided to SCMD, I agree that the Content is and shall remain the property of the SCMD. I warrant and represent that this grant and release of Content does not in any way conflict with any existing commitment I have made. I forever release SCMD, its trustees, employees, and agents from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of the Content, including but not limited to any claims for invasion of privacy, appropriation of likeness, or defamation.

By signing this Agreement, I acknowledge that I have completely read and fully understand and agree to be bound to these terms. Additionally, I certify that I am eighteen (18) years old or more and competent to contract in my own name or, if not, that my parent or legal guardian has signed this Agreement below. This Agreement is binding on me and my heirs, assigns and personal representatives.

Volunteer Intern Signature: \_\_\_\_\_

Volunteer Intern Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**If the above individual is under eighteen (18) years old, the following section must be completed by the Parent / Guardian:** I understand and agree that this Agreement is binding on me, my child / ward (named above), our heirs, assigns and personal representatives. I affirm that I am eighteen (18) years old or more and that I am the parent or legal guardian of the child / ward named above.

Parent / Guardian Signature: \_\_\_\_\_

Parent / Guardian Printed Full Name: \_\_\_\_\_

Date: \_\_\_\_\_