



VOLUNTEER DEAL MEMO

PRODUCER: **SQUAMISH CONSTELLATION FESTIVAL INC. ("SCF")**

For good and valuable consideration, the receipt and sufficiency which is hereby acknowledged the Volunteer agrees to volunteer her/his services and SCF agrees to allow Volunteer to volunteer her/his services for **no compensation or remuneration** in relation to the outdoor arts and music festival event entitled "Squamish Constellation Festival" (the "**Festival**") under the following terms and conditions.

1. The "Standard Terms and Conditions" attached as Schedule "A" are incorporated herein by reference.
2. To the extent that any of the provisions of this volunteer deal memo ("**Deal Memo**") conflict with the laws of British Columbia, British Columbia law shall prevail, but only to the minimum extent required to bring the provisions of this Deal Memo into compliance therewith.
3. Volunteer hereby acknowledges and agrees that attendance on a day and evening outdoor event can result in injury and hereby waives, holds harmless releases and forever discharges SCF from any claims of liabilities whatsoever without limitations that Volunteer might have against SCF (and its licensees, assignees, principals, affiliates and directors), indemnifying them against any and all claims, procedures, costs, expenses (including legal fees and expenses), damages and liabilities arising out of, connected with, or resulting from Volunteer's services and participation in relation to the Festival including any injury or death to Volunteer or any loss or damage to Volunteer's automobile, tools and/or equipment. Volunteer hereby releases SCF (and its licensees, assignees, principals, affiliates and directors) from any and all such liability, and Volunteer expressly acknowledges that this release shall be binding upon Volunteer's estate, heirs, representatives and assigns.

_____ (Volunteer Initials)

It is specifically agreed that the SCF reserves the right to terminate the Volunteer for any reason at any time with no prior notice to the Volunteer required.



Schedule "A": STANDARD TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT:** This Deal Memo and its attachments (including these Standard Terms and Conditions) embody the entire agreement and supersede any oral or written terms not specifically set forth on this Deal Memo or its attachments. This agreement may not be altered, modified, changed, rescinded or terminated in any way except as provided herein or by an instrument in writing signed by the parties hereto.
2. **PUBLICITY/CONFIDENTIALITY:** Volunteer agrees not to disclose any creative and/or material information whatsoever about this agreement or the Festival without SCF's prior written approval in each instance. Volunteer agrees not to take any unauthorized photographs or copy any material for any use whatsoever. Volunteer agrees not to give any interview or authorize any publicity relating to Festival or Volunteer's services thereon without SCF's express permission. Volunteer hereby grants SCF the right to use Volunteer's name, likeness and voice in publicity related photographs, "behind the scene" films and "electronic press kit" video releases and in advertising or promoting the Festival in any medium.
3. **PURCHASES/RENTALS:** All purchases or rentals initiated by Volunteer on behalf of the Festival must be approved in advance by Manager and accompanied by a cheque request or purchase order.
4. **TRAVEL TO DISTANT LOCATIONS:** Transportation to and from the Festival is at Volunteer's risk and liability.
5. **TOOL SAFETY:** Volunteer hereby warrants that any tools or equipment which Volunteer supplies are in safe working condition and that Volunteer possesses the knowledge as to their safe operation.
6. **AUTOMOTIVE / EQUIPMENT INSURANCE & PARKING:** Automobiles, tools and equipment owned by Volunteer which are utilized in connection with Volunteer's services hereunder must be insured by Volunteer. The SCF assumes no responsibility for loss, theft, or damage. Parking, speeding or other tickets/violations will not be reimbursed by SCF.
7. **DRUGS/ALCOHOL/HARASSMENT:** Volunteer acknowledges that SCF has a strict policy prohibiting the use of alcohol or controlled substances on the job and that such use is cause for dismissal. Sexual or other harassment in any form during Volunteer's engagement herein will not be tolerated. Volunteers are urged to immediately report incidents of harassment to a supervisor or member of management without fear of reprisal.
8. **DEFAULT:** Volunteer acknowledges that in the event of any breach by the SCF of the terms of this Deal Memo, in no event shall Volunteer have the right to terminate or rescind this Deal Memo or to enjoin or restrain in any way the development, activities, production, or exploitation of the Festival.
9. **ASSIGNMENT:** SCF may assign, transfer, license, delegate, and/or grant all or any part of its privileges, and property hereunder to any person or entity. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns. Volunteer may not assign this agreement or any of Volunteer's rights or obligations.
10. **PERSONAL PROPERTY:** Volunteer should not bring personal property to the set. SCF shall not be responsible for loss, theft, or damage to any of these items, including but not limited to phones, cameras, clothing, radios, sunglasses, etc.
11. **INDEMNITY:** Volunteer shall defend and indemnify SCF, its employees, officers, and directors, and the licensees, successors and assigns of each of the foregoing from and against any and all liability, loss, damage, cost and expense, including legal fees, which SCF or any of the foregoing may suffer by reason of the use of any materials or services finished by Volunteer hereunder, and/or claim inconsistent with any representation, warranty or agreement made by Volunteer in this Deal Memo.
12. **RELATIONSHIP:** Volunteer and SCF acknowledge that the Volunteer will be a volunteer, and not a contractor, an employee or agent of the SCF, and shall not be entitled to any compensation or remuneration, including, but not limited to, participation in SCF's health, disability, pension or other benefit plans or any fringe benefits which may be offered to SCF's employees.
13. **WORKER'S COMPENSATION:** VOLUNTEER ACKNOWLEDGES THAT VOLUNTEER IS NOT A "WORKER" OR "EMPLOYEE" FOR PURPOSES OF THE APPLICABLE WORKERS' COMPENSATION INSURANCE PLAN OR LAWS IN BRITISH COLUMBIA, OR ANY OTHER JURISDICTION AND THUS IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS OR INSURANCE IN CONNECTION WITH SCF AND VOLUNTEER'S SERVICES ON THE FESTIVAL.

END OF STANDARD TERMS