

# BIKERSCAP Inc.

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## COMMUNITY SERVICE AGREEMENT WITH VOLUNTEERS

I, the undersigned VOLUNTEER, acknowledge and agree to the following:

B.I.K.E.R.S.C.A.P. INC. (hereinafter referred to as "BIKERSCAP"), a non-profit organization, having a principal place of business of 5323 Two Ninety Nine Drive, Land O Lakes, FL 34683, is willing to offer its facilities to those wishing to provide community service. Certain persons with Parole and Probation, certain non-violent offenders and/or others in the community who wish to perform community service hours at the facilities of BIKERSCAP, wishing to volunteer (hereinafter referred to as "VOLUNTEER"), agree to the following:

In consideration, of BIKERSCAP offering facilities to VOLUNTEER to perform community service hours, the undersigned VOLUNTEER agrees:

- a) At all times, the VOLUNTEER signing below acknowledges he or she is a VOLUNTEER providing community service;
- b) At all times, the VOLUNTEER has not entered into any agreement and does not have any expectation of being hired either as an employee, an independent contractor for BIKERSCAP or otherwise;
- c) At all times, the VOLUNTEER does not have any expectation of receiving any benefits, compensation, wages or anything of any tangible value whatsoever for the any community services provided;
- d) At all times, the VOLUNTEER agrees he or she is not an employee; and therefore, agrees not to bring any claim for disability, discrimination, overtime wages, personal injury, unemployment compensation, unjust enrichment; promissory estoppel; unpaid wages, workers compensation or any other type claim based upon common law, contract, statute, tort or otherwise;
- e) At all times, the VOLUNTEER agrees to hold BIKERSCAP harmless of any and all claims; and if VOLUNTEER causes any damages to any third person or entity, agrees to hold harmless and indemnify the BIKESCAP of any all claim(s) for damages made by any third person(s) or entities;

- f) At all times, the VOLUNTEER shall not represent himself or herself as an employee of BIKERSCAP, nor shall he or she represent himself or herself as an independent contractor; and, shall only represent himself or herself as a VOLUNTEER providing community services hours for the non-profit organization;
- g) At all times, the VOLUNTEER is not authorized to enter into any agreements or contracts on behalf of BIKERSCAP; and thus, has no authority to bind BIKERSCAP to any agreements with any third persons or entities;
- h) At all times, the VOLUNTEER is not authorized to advertise on behalf of BIKERSCAP through any signage on any vehicle, nor to advertise the non-profit organization by any other means.
- i) At all times, the VOLUNTEER shall not borrow, take or remove anything from the facility, including but not limited to any personal property, computers, parts, intellectual property, trade secrets, mailing lists, client lists, supplier lists or any other personal property of the facility; AND
- j) At all times, the VOLUNTEER agrees this agreement contains the entire agreement between the parties; and is not subject to any amendment or change, unless the parties each agree in writing, signed by both parties.

I, the undersigned VOLUNTEER, read the above, agree to all terms and conditions outlined above; and, by my signature below, agree to these terms or conditions of providing community service for BIKERSCAP, a non-profit organization.

\_\_\_\_\_  
VOLUNTEER

\_\_\_\_\_  
Date

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

ACCEPTED BY:

\_\_\_\_\_  
BIKERSCAP

\_\_\_\_\_  
Date

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