Volunteer Agreement
Ivory Billed Woodpecker Search
January 3, 2007

I, _____________________[insert name], agree to the following terms and conditions governing my participation as a Volunteer in the Ivory Billed Woodpecker Search Project (hereinafter “Search Project”) in the Cache River and White River National Wildlife Refuges:

1. I agree that as a Cornell University Volunteer, my participation in the Search Project is without pay or other compensation. Any data, drawings, field notes, audio or visual recordings (including, without limitation, photographs and motion picture video) that I may generate or assist in creating during my participation in the Search Project will be the sole property of Cornell University, and I hereby assign any and all rights that I might assert in the same (including copyright) to Cornell University. I may not distribute, copy, release or disclose any such data, drawings, notes or recordings personally or through any form of media to any third party without the prior written consent of an authorized representative of Cornell University. In addition, for a period of one year following the end date of my volunteer service period, I agree to keep confidential any information I learn as a direct result of my participation in the Search Project that is identified by Cornell as sensitive information, including (without limitation) information on the location of Ivory-Billed Woodpecker roosting or nesting sites, unless Cornell specifically grants me advance permission to disclose any such information.

2. I hereby grant Cornell University, and its employees and agents, the right to make, use and publish in whole or in part any recorded footage in which my name, likeness, image and/or voice may be included (hereinafter "Recordings") whether recorded on or transferred to videotape, film, slides, photographs, audio tape, digital format, or other media now known or hereafter developed. This includes, without limitation, the right to edit, mix, duplicate, use or reuse Recordings as it may desire without restriction as to changes or alterations. Cornell University shall have complete ownership of the Recordings in which I or my performance or contribution appears. I understand that I will not be named in the credits of any work using the Recordings.

3. I understand that Cornell University may, in its sole discretion, terminate my participation in the Search Project without prior notice. I understand that I am not a University employee and that I do not have a formal work appointment for any services I may render as a participant in the Search Project. Notwithstanding the above, I agree to abide by all applicable University policies during my participation in the Search Project.
4. I understand that as a University Volunteer, Cornell does not provide me with accident or medical insurance and is therefore not responsible for any accident or medical expenses incurred by me. Further, I understand that I am neither covered by Worker’s Compensation nor entitled to employee benefits as a result of my participation in the Search Project.

5. Cornell University agrees to provide me with third party liability insurance to protect me from any third-party claims filed against me related to my good faith performance of any activities described in the attached Cornell University Description of Volunteer Duties. In exchange, I, on behalf of myself, my heirs and my representatives, do hereby release, indemnify, and hold harmless Cornell University or any of its officers, agents, or employees from any and all liability, damages, or claims of any nature arising out of or related to my volunteer activities.

6. I understand the terms and conditions of this agreement and I am signing this agreement of my own free will. Further, by signing this agreement I attest to the fact that I am eighteen years of age or older.

7. This agreement will be valid from January 3, 2007 to September 4, 2007 or following public announcements from Cornell University (whichever comes first). The insurance and indemnity provision in paragraph 4 will survive the termination of this Agreement. This agreement may only be modified in writing with the consent of both Cornell University and the above-named Volunteer. This agreement shall be construed by the laws of the State of New York, without regard to conflicts of laws principles.

Signature of Volunteer: ________________________ Date: ________________

Home Address of Volunteer: _____________________________________________

Telephone: ________________________

Emergency Contact: ________________________________________________