

VOLUNTEER CONFIDENTIALITY AGREEMENT

Volunteer Legal Name (Print): _____ ("Volunteer")

This VOLUNTEER CONFIDENTIALITY AGREEMENT (this "**Agreement**") is entered into on _____, 202__ ("**Effective Date**"), by and between Volunteer and Camp River Run, LLC ("**Company**"). Volunteer and Company may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

Federal and state regulations require that maintain the confidentiality of Company's Confidential information (defined in Section 1). The law also protects Company's own confidential and proprietary information. Accordingly, Volunteer understands and agrees to the following:

- 1. Confidential Information.** Volunteer acknowledges that while performing services at or on behalf of Company, might have access to or inadvertently receive information concerning Company's protected health information or other confidential or proprietary information, including but not limited to information concerning Company's patients and/or campers; trade secrets; intellectual property; or other confidential information concerning Company's records, books, finances, prices, vendors, sponsors, clients, relationships, systems, methods, operations, policies, plans, strategies, or software (collectively "**Confidential Information**"). Confidential Information includes such information maintained in any form or medium, including oral information, keys, equipment, records, documents, computer data, computer files, etc.
- 2. Compliance.** To the extent such laws apply to Volunteer, Volunteer shall comply with all applicable laws and regulations relating to the Confidential Information, including but not limited to the HIPAA Privacy and Security Rules, 45 CFR Part 164. In addition, Volunteer agrees to abide by Company's written and verbal policies and procedures concerning the Confidential Information.
- 3. Protection.** Volunteer shall always maintain and protect the security and confidentiality of Company's Confidential Information. Volunteer shall not access, use, disclose, remove, transfer, or duplicate any Confidential Information except to the extent expressly authorized by Company in the performance of my duties at or on behalf of Company, and then only to the extent necessary to fulfill my services for Company as authorized by Company. After my service at Company ends, Volunteer will not use, disclose, remove, transfer, or duplicate any Confidential Information without Company's prior written consent. To the extent that Volunteer is required by law to disclose Confidential Information, Volunteer shall notify Company prior to any required disclosure.
- 4. Reporting Improper Disclosures.** Volunteer shall immediately report any unauthorized use or disclosure of Confidential Information to Company's Executive Director, whether such use or disclosure is by Volunteer, by another Company employee, volunteer or another third party. Volunteer shall also immediately report any violation of Company's privacy policy to the Executive Director.
- 5. Mitigating or Correcting Improper Disclosures.** Volunteer must immediately take reasonable steps to mitigate the effects of any unauthorized disclosure. If the effects of the disclosure may be remedied by immediate action (e.g., by immediately obtaining the return of the information, or confirming that the information will not be further disclosed, etc.), Volunteer will take such immediate steps to mitigate the improper disclosure. Volunteer will cooperate with the Executive Director's actions to mitigate and/or correct any improper disclosure.
- 6. Term.** Unless expressly terminated by agreement in writing between Volunteer and Company, the term of this Agreement shall commence on the Effective Date and continue and bind the Parties hereto in perpetuity.
- 7. Survivability.** This Agreement will survive termination of Volunteer's services on behalf of Company for any reason. Volunteer will continue to be bound by this Agreement even after Volunteer's service at Company ends, and regardless of the reason for the termination of Volunteer's service.
- 8. Return of Confidential Information.** Volunteer will immediately return all Confidential Information to Company when Volunteer's service at Company ends, or if earlier requested by Company. This includes all Confidential Information that Volunteer has in any form or medium, including but not limited to documents, keys, equipment, computer disks, or computer files. If requested by Company, Volunteer will execute a certification confirming that Volunteer returned all Confidential Information in tangible, electronic, or recorded form.
- 9. Remedies.** Company and/or its campers or sponsors may be irreparably harmed due to a violation of this Agreement. Accordingly, Company may take any action that it deems appropriate in the event of an actual or threatened violation of this Agreement, including but not limited to immediate termination of Volunteer's service; obtaining an

injunction; or any other remedy available at law or equity, including monetary damages. If such action is brought, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees.

10. Governing Law. This Agreement shall be governed by Idaho law. Unless otherwise agreed to in writing by Company, any action arising out of this Agreement shall be brought in Ada County, Idaho.

11. Service. This Agreement supplements Volunteer's service agreement with Company. The obligations set forth in this Agreement are in addition to, and shall in no way limit, any common law duties that Volunteer may owe to Company. This Agreement supplements but does not set forth all terms of my service at Company.

12. Severability. This Agreement is severable, and if any the provisions are be deemed invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions in this Agreement shall not in any way be affected or impaired thereby

IN WITNESS WHEREOF, Volunteer acknowledges that Volunteer has read this Agreement and agrees to the terms of this Agreement:

VOLUNTEER:

Volunteer Printed Legal Name: _____

Volunteer Signature: _____ Date: _____

If Volunteer is under the age of 18, the parent or legal guardian of the Volunteer must sign and date the following:

Parent/Legal Guardian Printed Legal Name: _____

Parent/Legal Guardian Signature: _____ Date: _____

COMPANY:

Signature: _____ Date: _____

Printed Legal Name: _____

Title: _____