INTRODUCTION

Founded in 2002, Operation Homefront’s mission is to build strong, stable, and secure military families so that they can thrive – not simply struggle to get by – in the communities they have worked so hard to protect. Recognized for superior performance by leading independent charity oversight groups, 92 percent of Operation Homefront expenditures go directly to programs that support tens of thousands of military families each year and help prevent short-term critical issues from turning into long-term, chronic struggles. Our programs provide military families with RELIEF through critical financial assistance and transitional housing programs; RESILIENCY through permanent housing and caregiver support programs; and RECURRING FAMILY SUPPORT programs and services throughout the year. Thanks to the generosity of our donors and the support from thousands of volunteers, Operation Homefront proudly serves America’s military families. For more information, visit OperationHomefront.org.

This handbook is intended to help volunteers get acquainted with Operation Homefront, also referred to in this document as the “Company.” It explains some of Operation Homefront’s philosophies and beliefs, and describes, in general terms, the volunteer guidelines. It will serve as a useful reference document throughout your volunteer experience at Operation Homefront.

Volunteers may electronically acknowledge receipt and agreement to the terms in the Volunteer Handbook.

Volunteers serve at the sole discretion of Operation Homefront. Operation Homefront may elect to engage or discontinue a volunteer’s service at any time for any reason. Completing the Volunteer Application does not guarantee engagement in Operation Homefront volunteer activities.

Every volunteer goes through a placement process. While some volunteer placements are relatively simple for “one-time” events, others are more complex and require the completion of several steps, depending on the level and position of the volunteer assignment. While every effort is made to place all volunteers in positions of interest and choice, it is important to match individual skills and talents with available assignments.

Depending on the level of involvement and position, volunteers may be asked to complete an application, interview and orientation or training. In addition, ongoing or recurring volunteer positions require a satisfactory criminal background check prior to placement.

If a volunteer fails to comply with Operation Homefront’s policies and procedures or the volunteer’s performance is not satisfactory to Operation Homefront, Operation Homefront, in its sole and absolute discretion, may take action to attempt to correct the problem, including but not limited to verbal counseling by a supervisor and/or a written warning, or may terminate the volunteer’s service.

Types of Volunteers

Operation Homefront currently utilizes individual or group volunteers in the following categories:

1. Active, on-going, registered volunteers support Operation Homefront on a regular basis in a variety of capacities, including but not limited to office and program assistance, volunteer coordination, event planning, fundraising, and outreach. These volunteers complete all necessary paperwork and undergo a background check.
2. Volunteer Reserves are activated when there is an opportunity to serve in their area, typically in support of morale or fundraising events, and/or specific projects. These volunteers sign a Volunteer Reserves Agreement;

3. One-Time Event Volunteers serve once, for a single event or project. These volunteers sign a One-Time Volunteer Liability Release and Agreement for Distribution. Many one-time event volunteers subsequently become active, on-going, registered volunteers or join the Volunteer Reserves, completing the additional paperwork at that time.

4. Dollar Tree Pick-Up Volunteers assist with the collection of school supplies for Back to School Brigade, and/or toys for holiday events. These volunteers sign a Dollar-Tree Pick-up Volunteer Pledge.

**Minors as Volunteers**

Operation Homefront strives to accommodate most age groups in offering volunteer opportunities, but must always look to liability and safety of all parties, first and foremost. Operation Homefront does not provide childcare during an event.

The minimum age for volunteering is 7 years old, when the following stipulations are met: • Individual minors, 7-14 not part of an organized, assigned group, must be accompanied by a legal guardian. • Minors that accompany an adult to an event must be of an age and maturity level to have assigned duties that they can satisfactorily perform and must be supervised by their adult parent or guardian at all times and present a signed parental release / one-time volunteer form. • Minors 7-14 may volunteer as part of a group with an adult(s) assigned to them and with a signed parental release form. Ages 15-17 may volunteer without a legal guardian as long as they have a signed parental release form. • Large groups with designated chaperones will be accepted on a case by case basis but must still be 7 or older. • Minors serving as volunteers do so at the sole discretion of Operation Homefront.

**Non-Solicitation/ Distribution of Literature**

Volunteers may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause in the workplace during working time. Approaching fellow volunteers or employees in the workplace regarding personal activities, organizations or causes, can create unnecessary apprehension and pressures for fellow colleagues. The workplace includes Operation Homefront buildings, parking lots and driveway areas and program/event areas in which Operation Homefront work is regularly performed. This policy also prohibits solicitations via Operation Homefront email to donors, staff, contacts of Operation Homefront or via any Operation Homefront database at any time.

Goods and Donations (monetary or otherwise) Volunteer understands and agrees that any donated goods, monetary donations or donations of any other kind that are accepted on behalf of Operation Homefront, remain the property of Operation Homefront. Items will be promptly accounted for and documented on a log in record, with receipt provided to the donor. Acceptance of goods by a volunteer via an outside source should be approved prior to acceptance. All donations shall be turned in to the volunteer’s supervisor immediately following donation acceptance, and no later than 36 hours after acceptance. Any goods or other donations entrusted to volunteer on behalf of Operation Homefront for distribution thereof, remain the property of Operation Homefront and will not be distributed in any manner other than those distributions specifically approved by Operation Homefront.
**Time Records**

Operation Homefront requires each volunteer to report the number of hours they have served. Tracking the number of volunteers and the hours they contribute is a vital component of managing a volunteer program.

**SAFETY AND SECURITY** Operation Homefront is committed to providing volunteers with a safe and healthy workplace. Volunteers should report unsafe conditions and not perform work tasks if the work is considered unsafe. Volunteers, while acting on behalf of OH, must report all accidents, injuries and unsafe working conditions to their supervisors. No such report will result in retaliation, penalty or other disincentive. In addition, any accident or injury incurred by a volunteer while volunteering on behalf of OH, must be reported immediately by the supervisor to OH’s insurance carrier and be documented in writing to the Human Resources Department.

As directed and/or instructed each volunteer shall follow all safety rules that may be required concerning personal protection. Volunteers are expected to exercise due care in using equipment and machinery, have maintenance and/or service performed by an authorized person, and follow all operating training and instructions, safety standards, and guidelines as directed or instructed.

**Driver Safety Policy**

Volunteers who use a company-owned or personal motor vehicle while performing Operation Homefront business may be subject to the following control measures: • Annual Motor Vehicle Records on all drivers • Drug Test(s) • Accident Investigations • Insurance Verification Requirements for Non Company Owned Vehicles • Vehicle Registrations for Non-Company Owned Vehicles

Drivers are responsible for passenger safety, including but not limited to safety belt and child seat laws. All passengers are strictly prohibited from riding in the bed of trucks.

Active, ongoing, registered volunteers who regularly use their personal vehicles for company business agree to furnish Operation Homefront a valid driver’s license, current insurance ID card or a duplicate of said policy and all its endorsements, and up-to-date vehicle registration. The volunteer also agrees, upon request by an authorized representative of Operation Homefront, to verify that the policy is in force as of a particular date. This policy does not apply to periodic Dollar Tree Pick-Up Volunteers.

Company may review the Motor Vehicle Records (MVR) of any and all volunteers who drive regularly as part of their position with Operation Homefront.

Operation Homefront prohibits volunteers from using cell phones or any other handheld device, pagers, digital assistants, laptops or any other electronic communicative devices while driving, except for verifiable emergencies, unless otherwise prohibited by state law. Violation of this policy will be subject to discipline, up to and including termination of the volunteer relationship.

Volunteers who travel regularly on behalf of OH must notify their supervisor immediately upon receiving a moving violation. All vehicle accidents while performing Operation Homefront duties must be reported immediately to their supervisor regardless of whether the volunteer thinks that the loss is covered by insurance or not. Volunteers’ Motor Vehicle Insurance shall always be considered the primary insurance in case of an accident.
Security Inspections/ Operation Homefront Property

Operation Homefront volunteers should understand that the desks, lockers, cabinets and/or other storage devices, assigned to or otherwise provided to volunteers during a work assignment and for the convenience of the volunteer, remain the sole property of Operation Homefront. Accordingly, these storage areas, as well as any articles found within them, may be inspected for any reason, at any time, by any agent or representative so deemed by Operation Homefront, either with or without prior notice to the volunteer.

Volunteers who wish to avoid inspection of any personal articles or materials are encouraged to refrain from bringing personal items to Operation Homefront premises.

Any property assigned to a volunteer by Operation Homefront including but not limited to laptops, cell phones, furniture and any other tools provided for the carrying out of their duties remains Operation Homefront property. All property should be promptly returned to OH when the volunteer service ends for any reason or at any time when requested by the Operation Homefront Supervisor designee. Volunteer is responsible for the safe keeping of all Operation Homefront property entrusted to them. In addition, any volunteer being assigned OH property will be required to complete and sign a Property Checklist provided to them by their supervisor, with a signed copy forwarded to the Human Resources Department.

WORKPLACE VIOLENCE

Operation Homefront does not tolerate violence in the workplace, including physically aggressive, violent or threatening behavior or language, such as attempts to instill fear in others or intimidation, behavior that suggests a tendency toward violent behavior, damaging or defacing property, or bringing firearms or weapons of any type or kind onto Operation Homefront premises or while conducting Operation Homefront business.

If an Operation Homefront volunteer becomes aware of or observes any of the above referenced behavior or actions by a volunteer, employee, consultant, client, third-party vendor, visitor or anyone else, they must notify their supervisor. In addition, volunteers should notify their supervisor if they are aware of any restraining orders that are in effect, or of the existence of any other non-work related situation with the potential to erupt into workplace violence.

All reports of violence in the Operation Homefront workplace will be taken seriously and will be investigated. To the extent possible, Operation Homefront will keep the identity of the reporting volunteer confidential. However, under certain circumstances, Operation Homefront may need to disclose the reporting volunteer’s identity (for example, to protect that individual’s safety).

Weapons

As a family-centric nonprofit, Operation Homefront has zero tolerance for, and expressly forbids the possession of, while on Operation Homefront or client property, any type of weapon, firearm, explosive and/or ammunition to the full extent of the law. For purposes of this policy, Operation Homefront property includes, but is not limited to, all company or client facilities, and company-provided vehicles and equipment that are either leased or owned by Operation Homefront. In addition, Operation
Homefront strictly prohibits the carrying or possession of any weapon in a parking facility or parking area. This policy includes volunteers who have a license to carry a concealed handgun.

Operation Homefront reserves the right to conduct a reasonable search of the person, work area, personal items or any vehicle in the possession or subject to the control of any person suspected of violating this policy to investigate whether a prohibited weapon is present.

**Sexual Harassment**

Operation Homefront will not tolerate harassment of volunteers or sexual harassment committed by volunteers. Sexual harassment includes sexual advances, requests for sexual favors, and/or all other verbal or physical conduct where: 1) Submission to such conduct is an explicit or implicit term or condition of volunteering. 2) An individual’s submission to or rejection of such conduct becomes the basis for volunteering decisions affecting that individual.

Sexual harassment also includes conduct that has the purpose or effect of interfering with a volunteer’s work performance or creating an intimidating, hostile or offensive environment, such as: 1) Sexual flirtations, advances, and/or propositions; 2) Verbal or written comments, jokes, teasing and/or other communication of a sexual nature; 3) Demeaning language based on gender or sexual preference; 4) Graphic comments about an individual’s body; 5) The use of sexually degrading words to describe an individual; 6) The display of sexually suggestive objects and/or pictures; 7) Foul, obscene or sexually oriented language and/or gestures; and/or 8) Physical conduct such as grabbing, patting, pinching, brushing against another person’s body and/or blocking normal movements.

Any volunteer who witnesses or experiences any conduct, which they believe to be in direct violation of this policy, should report that conduct to their supervisor, manager or Human Resources immediately. Operation Homefront routinely monitors the workplace for potential sources of harassment, including but not limited to, email messages, photographs, calendars or any other object or depicted object. Operation Homefront will investigate complaints as quickly as possible under the circumstances and in as confidential a manner as possible.

**Retaliation**

Operation Homefront prohibits any act of retaliation against any volunteer who reports harassment or cooperates in an investigation of a complaint.

**DRUG AND ALCOHOL USE**

The policy of Operation Homefront is to maintain a drug-free workplace. As a condition of continued volunteer experience, all applicants, employees and volunteers must comply with this policy. The term “workplace” is defined as Operation Homefront property, any Operation Homefront sponsored activity or any other site where the volunteer is performing work for or representing Operation Homefront. Additionally, volunteers are prohibited from possessing, consuming and/or being under the influence of alcoholic beverages, while on Company premises or business. In limited circumstances, volunteers may be permitted to consume alcohol during Company-sponsored events when preapproved by management. In these circumstances, volunteers should use good judgment and should not drink to the point of impairment, nor drive or operate heavy equipment/machinery. Volunteers are strictly responsible for being aware to what extent they are able
to consume alcoholic beverages during Company sponsored events. The term “drug” as used in this policy includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs and/or controlled substances as defined in schedules I through V of the Controlled Substances Act, 21 U.S.C. Sec. 812, 21 C.F.R. Sec 1308, and the state and local law of the jurisdiction where the workplace is located, including, but not limited to marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines. A volunteer who engages in an activity prohibited by this policy will be subject to disciplinary action, up to and including immediate termination of the volunteer relationship. Violations of this policy also could result in criminal proceedings being implemented against the volunteer.

Any volunteer convicted of a criminal violation regarding the use, possession, or distribution of controlled substances must notify their supervisor in writing within five (5) days of such conviction.

CONFIDENTIALITY

All information relating to Operation Homefront, its clients, or donors is confidential (“Confidential Information”). Some of the Confidential Information (such as protected personal information) is protected from disclosure by federal law. Volunteers must, therefore, protect all Confidential Information from unauthorized disclosure accordingly. No Operation Homefront, donor, or client-related information, including without limitation, emails, notes, correspondence, documents, files, excerpts of information, compilations of information, derivative works, or similar materials, however created, and regardless of its existence in a physical format or electronically, may be removed from Operation Homefront's premises without permission from the Chief Executive Officer, except in the ordinary course of performing duties on behalf of Operation Homefront. Additionally, Operation Homefront, its donors’, or its clients’ information may not be disclosed to anyone, except where required for a business purpose and with prior approval from Senior Leadership. Volunteers must not disclose any Confidential Information, purposefully or inadvertently, through casual conversation to any unauthorized person inside or outside Operation Homefront. Volunteers are required to protect third-party Confidential Information to the same extent and on the same basis as Operation Homefront Confidential Information. Volunteers who are unsure about the confidential nature of specific information must ask their supervisor for clarification. Volunteers will be subject to disciplinary action up to and including immediate termination of their volunteer duties, for violation of this policy.

CONFLICT OF INTEREST

Volunteers should avoid situations that may involve a conflict of interest between their personal interests and the interests of Operation Homefront. Volunteers and their immediate family members (parent, child, sibling and spouse of each) and those living in the same households of each are eligible to receive services and goods through the various morale programs conducted by Operation Homefront, provided they satisfy all requirements as far as eligibility. In regards to other services such as Critical Assistance grants, homes, or other donated services or programs, intended for use by Operation Homefront’s clients, they must meet eligibility requirements AND apply for assistance through normally established processes AND the volunteer cannot be part of the decision-making process.

Business Courtesies or “Perks”
Operation Homefront does not wish to gain any advantage through the improper use of business courtesies. Volunteers may not accept cash or cash equivalent gifts, favors or personal benefit from any supplier, vendor, donor, individual or entity doing business, anticipated to do business or seeking to do business with Operation Homefront. Business-related meals and marketing related products offered by suppliers, vendors, donors, individuals or entities are considered to be acceptable as long as not in excess of $50.00. Volunteers should report any business courtesy or perk offered and/or received to their immediate supervisor.

COMMUNICATION

Media Relations Any contact or request for information via any media avenue, is to be redirected to the volunteer’s supervisor. The volunteer is not to speak on Operation Homefront’s behalf unless specifically trained and authorized to do so with pre-approved talking points provided by a member of the media relations team.

Technology Use

Any computers or other technology to which a volunteer has access to shall be used for business purposes only. Users have no expectation of privacy with respect to any information residing on Operation Homefront hardware, software or other Operation Homefront property. In its sole discretion, Operation Homefront, at all times, retains the right to access and search all directories, indices, files, databases, email messages, electronic transmissions, or any other electronically stored information contained in, stored in, or disseminated by Operation Homefront-owned computers, or other electronic systems, devices or storage media, or systems and devices designated for Operation Homefront, without prior notice, for the purpose of ensuring compliance with all Operation Homefront policies. This right applies both during the volunteer’s volunteer experience or user’s relationship with Operation Homefront and after the termination of volunteer experience or relationship.

TRAVEL

Any travel performed by a volunteer on behalf of Operation Homefront, in which a volunteer may be reimbursed for expenses, must be pre-approved by the supervisor. Reimbursable expenses are expenses related to transportation, meals, lodging and miscellaneous items incurred by an active, registered volunteer when performing assigned duties and when pre-approved by the supervisor. Reimbursable expenses do not include expenses paid with Operation Homefront funds such as cash advances or charge accounts. Expense reports must be completed and submitted to the supervisor for approval within five (5) business days of travel. Expenses over 90 days old will not be reimbursed. All detailed receipts must accompany the original signed expense report.

All active, registered volunteers traveling on preapproved Operation Homefront business are expected to select the most economical means of transportation, hotels and meals under the circumstances.

Mileage Use of personal vehicle for Operation Homefront business mileage may in some instances, be reimbursed in excess of 30 miles (rounded-trip) per occurrence at the current IRS mileage standard rate, with pre-approval by the supervisor.
Meals: Volunteers are expected to obtain meals at reasonable costs when on travel status. Maximum allowable reimbursement amounts are $12.00 for breakfast, $15.00 for lunch, and $25.00 for dinner. Meal expenses must be reported on the expense statements and be accompanied by detailed receipt(s). Expenses will not be reimbursed for alcoholic beverages.

Lodging will be reimbursed for competitively priced and conveniently located hotels and motels. All overnight stays must be pre-approved by the volunteer’s supervisor. Expenses relating to pay-per-view TV channels, alcohol and tobacco products, and meals provided through room service, etc., which is charged to an employee’s room, will not be reimbursed. Advance lodging arrangements paid via company credit card on behalf of the volunteer is preferred. Any reimbursable lodging expenses should be included in the expense report within five (5) days of travel.

Air Travel In some instances, travel by air may be required. The traveler must have prior approval from their supervisor. All air travel arrangements should be made by Operation Homefront, and are subject to the following stipulations:

- Air travel must be coach. Upgrades will not be reimbursed.
- Must obtain the lowest airfare available that reasonably meets business travel needs.
- Volunteers are encouraged to work with their supervisor to book flights 30 days in advance to avoid premium pricing.

**Company Vehicle Usage**

Operation Homefront vehicle usage is defined as activities that involve performance of one's duties for the benefit of the organization in accordance with the directive and instructions received from Management. No Company vehicles are to be used for personal activities. Volunteers who are assigned a Company vehicle will only use the vehicle for official Operation Homefront business and will be held responsible for any accident or damage that occurs during non-business related driving. Operation Homefront does not provide automobile liability insurance coverage for any accidents, claims, demands, suits, damages, etc. occurring or arising out of the non-business related use of a Company vehicle, or for the operation or use of a Company vehicle in a manner which is in violation of this policy. Only Operation Homefront staff or active, on-going, registered volunteers are authorized to drive or ride as passengers in the vehicle, unless prior arrangements have been made with and approved by management. Any of the following circumstances is considered a direct violation of this policy:

- Unauthorized operation of or use of a Company vehicle.
- Operating a Company vehicle without a valid operator's license or under suspension or revocation of operating privileges.
- Operating or using a Company vehicle by anyone who has consumed any alcoholic beverage of any amount and/or consumed or ingested any controlled or illegal substance or drug.
- Operating a Company vehicle in a careless or dangerous manner, including speeding or any other unlawful operation.
- Hauling goods or pulling any type of trailer for any reason other than Operation Homefront business.
- Operating a Company vehicle or riding as a passenger while not wearing a seat belt.
- Smoking in a Company vehicle.
- Texting when operating a Company vehicle.
- Operating a Company vehicle by or with nonvolunteers.

**COURT APPOINTED VOLUNTEER SERVICE**
It is Operation Homefront’s policy to not utilize court appointed volunteers due to the level of supervision and documentation of hours, required. Volunteer agrees to disclose at the onset of the application process whether they are seeking volunteer hours to satisfy a requirement of the courts.

**POLITICAL ADVOCACY**

As a nationally recognized non-profit that focused on meeting the needs of the military community, elected officials and political advocates may seek to engage with Operation Homefront. This policy will outline appropriate parameters for these engagements.

As a 501(c)3 nonprofit organization, Operation Homefront staff, volunteers and board members (when functioning in an official capacity) are prohibited from engaging in election-related activities and subject to limitations in advocating on legislative or public policy issues. While our core mission is to provide valued programming that helps military families become stronger, more stable and/or more secure, increasing awareness for the needs of the military families we seek to serve is an important component of our work.

As a result, there may be occasions when it is appropriate to involve elected officials in our activities in order to raise awareness of our mission and/or the needs of the military community. The guiding principle is that these interactions should provide elected officials and the public the opportunity to learn more about Operation Homefront, not for Operation Homefront to promote or be seen as endorsing the elected official or public policy issue.

**Major “Don’ts”**

1) When representing Operation Homefront in an official capacity, staff member, volunteers, and board members will not endorse or otherwise materially support or oppose any candidate for public office.

2) When representing Operation Homefront in an official capacity, staff member, volunteers, and board members will not endorse or oppose proposed legislation or proposed public policy, including military policy.

**Elected Officials at Operation Homefront Events**

An elected official may express an interest in attending or participating in an Operation Homefront event or request to tour an Operation Homefront facility. Similarly, an Operation Homefront partner may wish to invite one or more elected officials to our events. These activities are possible, provided one adheres to the following guidance to ensure that the interaction stays within appropriate parameters.

1) Instead of inviting a single elected official, determine a broader group of elected officials to invite, preferably representing a variety of political parties and other interests. For example, if a state legislator would like to tour a Village, invite all state legislators representing the county in which the Village is located.

2) All communications with elected officials should be through their government offices, not their campaigns. Look for .gov e-mail addresses in sending invitations.
3) Operation Homefront will work with elected officials in their official capacity, not candidates. If an elected official is running for a different office, deal with that official on the basis of his or her current elected office, not the office he or she is running for.

4) In cases in which Operation Homefront partners request to invite elected officials, it is usually preferable for Operation Homefront to make the invitation in order to maintain clarity that any benefit received by a military family at the event comes from Operation Homefront, not directly from the partner.

**Operation Homefront at Elected Officials’ Events**

Operation Homefront may participate in events hosted or organized by elected officials if the event is organized in the elected official’s governmental capacity. Again, look for .gov e-mail addresses in communicating with staff. Operation Homefront will not participate in events or activities organized by political campaigns, political parties, or other non-governmental political organizations.

**Acting in an Unofficial Capacity**

The preceding guidance does not, in any way, limit one’s ability to interact or become involved in political activities when not operating in an official capacity as an Operation Homefront staff member, volunteer or board member.

**Questions**

Please contact a Communications staff member if you have any questions.

1355 Central Parkway South Ste. 100 San Antonio, Texas 78232 210-659-7756
www.OperationHomefront.org

**OPERATION HOMEFRONT VOLUNTEER AGREEMENT**

By signing below, I acknowledge that I have read the Operation Homefront Volunteer Handbook. I agree to read it thoroughly, including the statements describing the purpose and effect of the Volunteer Handbook. I agree that if there is any policy or provision in the Volunteer Handbook that I do not understand, I will seek clarification from my supervisor or Human Resources.

I understand that Operation Homefront has the right to change the handbook without notice. It is understood that future changes in policies and procedures may supersede or eliminate those found in this handbook. Further, I understand and agree that this handbook represents a summary of some of the more important Operation Homefront policies. Consequently, the handbook is not all-inclusive.

**Release**: I agree to assume all risks involved in any and all duties that I perform for Operation Homefront, which duties may be hazardous, including, but not limited to, home repairs, moving assistance, loading and unloading supplies, transportation to and from work sites, and special events. On behalf of myself and anyone claiming on by behalf, I do hereby release and forever discharge and hold harmless Operation Homefront and its employees and volunteers harmless from any liabilities or injuries of any kind or nature that may arise out of my volunteer service, including, without limitation, liabilities or damages arising out of the negligence of Operation Homefront or third parties.
Waiver of California Civil Code Section 1542: I specifically and expressly waive all rights under Section 1542 of the California Civil Code, to assert a claim that may now exist or that may arise in the future based on facts that may be unknown to me now. Section 1542 of the California Civil Code states “[a] general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” By waiving this provision, I expressly have, fully, finally, and forever settled and released all claims arising out of my volunteer service to Operation Homefront.

I AM AWARE THAT THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS, INCLUDING MY RIGHT TO SUE FOR DAMAGES, INCLUDING THOSE CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE OF OPERATION HOMEFRONT OR ANY THIRD PARTY, AND THAT THIS INSTRUMENT IS A CONTRACT BETWEEN ME AND OPERATION HOMEFRONT, FOR THE BENEFIT OF OPERATION HOMEFRONT, AND I SIGN IT OF MY OWN FREE WILL.

Photographic Release: I hereby grant and convey unto Operation Homefront, its partners, affiliates, sponsors and third parties my permission and consent to all rights, title and interest in any photographic images, video or audio recordings made by Operation Homefront and all royalties, benefits, or proceeds derived from such materials, including materials that incorporate my image or voice.

Survival of Obligations and Enforcement: The obligations that I have under this Agreement shall survive the termination of volunteer service, regardless of the reasons or method of termination. I agree that Operation Homefront shall be entitled to recover from me all attorneys’ fees incurred in enforcing Operation Homefront’s rights under this Agreement.

LEGAL TERMS

Any legal action other than to obtain a restraining order and/or injunction commenced by a party concerning this Agreement shall be commenced in a court of competent jurisdiction in Bexar County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas, excluding its conflicts of law. If any part of this Agreement is deemed by a competent legal authority to be unenforceable, it shall be reformed to the extent necessary to most fully effect the parties’ intentions as expressed herein. The prevailing party of any legal action under this Agreement, including a party that is granted a restraining order and/or injunction regardless of whether monetary damages are awarded, is entitled to recovery of its costs and attorney’s fees.

This Agreement shall be construed per it’s fair meaning and not for or against either party. It may not be waived or modified except by signed writing by both parties. Failure of either party to seek a remedy for the breach of this Agreement by the other shall not constitute a waiver of the right of such party with respect to the breach or any other or subsequent breach by the other party. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of Operation Homefront. This Agreement is binding on and inures to the benefit of Operation Homefront’s successors and assigns.

I understand that my electronic or actual signature below indicates that I have read and understand the above statements in Operation Homefront’s e-Volunteer Handbook and will abide by these policies as a term or condition of my volunteer experience.
VOLUNTEERS UNDER THE AGE OF 18: Parents will need to sign a paper consent form for children under 18.