

VOLUNTEER AGREEMENT

This VOLUNTEER AGREEMENT (this "Agreement") is entered into effective as of _____ by and between _____ ("you" or "your") and It's My Heart, Inc., a Texas non-profit corporation ("IMH").

You and IMH agree as follows:

1. Volunteer Services. Any services you perform on behalf of IMH are undertaken strictly on a volunteer basis on a schedule mutually agreed to by you and IMH's President or designated staff member. Your services to IMH are purely voluntary and neither you nor IMH intend to create any employment, consultant, or independent contractor relationship now or at any time in the future.
2. No Monetary Consideration for Services. You understand that you will not receive any pay, health and welfare benefits, or other privileges of employment for performing volunteer services for IMH. Moreover, you understand that you are not eligible for worker's compensation benefits in case of any injury or illness that results from your volunteer work for IMH.
3. Confidentiality. You agree that you will not, at any time, directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation any confidential information concerning any matters affecting or relating to the business of IMH, including, without limitation, the names of any of its other volunteers or any other information concerning IMH's manner of operation, its plans or any of its processes. Information is deemed "confidential" if it is not readily known and available to the general public.
4. No Authority to Bind IMH. You understand that you do not have the right or authority to make any contracts or other commitments for or on behalf of IMH without the written consent of IMH's Board of Directors or President.
5. Waiver. You understand that on account of your participation as a volunteer for IMH, you may be exposed to some foreseen and unforeseen risks. You knowingly accept such risks and, fully understanding such risks, nonetheless wish to participate as a volunteer for IMH. Therefore, on your own behalf and on behalf of your heirs, representatives, administrators and assigns, and to the extent permitted by law, you hereby forever waive and release any and all claims, demands, causes of action, suits and rights you, or anyone else on your behalf, might have against IMH, its officers, directors and/or employees. Further, you agree that you will not, nor will you allow anyone else acting on your behalf, bring or maintain any lawsuit or other action against IMH, its officers, directors and/or employees for any claim that you might have arising out of your participation in any activities sponsored by, sanctioned by or approved by IMH, its officers, directors and/or employees. For the purpose of implementing a full

and complete release, you understand and agree that this waiver is intended to include all claims, if any, which you may have and which you do not now know or suspect to exist in your favor against IMH and this waiver extinguishes those claims.

6. No Modification. You understand that no modification of this Volunteer Agreement shall be valid unless such modification is in writing and is signed by you and IMH's President.

Executed this _____ day of _____, 20__.

IT'S MY HEART, INC. VOLUNTEER

By: _____
Signature

Its: _____
Address

Date: _____
Address