

APTA District of Columbia Consent to Serve and Volunteer Agreement 2021

Please review the following text, complete the corresponding questions, and submit by Friday, January 22, 2021.

* Required

Section 1

1. I agree that I have made the informed decision to act as an uncompensated volunteer of APTADC, and that I acknowledge that I am receiving good and valuable consideration for my services, the receipt and adequacy of which I acknowledge.
2. I agree that during the term of my volunteer engagement with APTADC, I will adhere to the tenants of the Code of Ethics for the Physical Therapist/Standards of Ethical Conduct for Physical Therapist Assistant and APTADC's Core Values for PTs and PTAs.
3. I agree to keep confidential and not divulge to unauthorized persons, in any medium, any information obtained in the course of my volunteer work and not to publish any information obtained through or regarding any of my volunteer work with APTADC.
4. I will keep all information obtained in the course of my volunteer work in a safe and secure location. I agree to immediately notify APTADC if there has been, or there may be, unauthorized access to APTADC information. I will delete or securely destroy (e.g., through shredding) APTADC information, at the request of APTADC or when my volunteer role ends.
5. I represent and warrant that all such material developed, conceived, modified, created or invented, in whole or in part, by me in connection with my volunteer work with APTADC are not subject to any person's or entity's prior claim or ownership interest and I agree to irrevocably assign, transfer set over and convey to APTADC all of my right, title and interest, throughout the universe, in and to any material that I develop, conceive, modify, create, or invent, in whole or in part, in connection with my volunteer work for APTADC or any other business, program or department of APTADC, including, without limitation, patents, trademarks or copyrights pertaining to such materials, creations or inventions, and any renewals, extensions and revised terms thereof in the United States of America and/or elsewhere throughout the universe.
6. I expressly acknowledge and agree that any material I develop, conceive, modify, create, or invent, in whole or in part, in the course of my volunteer work is "work made for hire" for APTADC and shall be owned by APTADC.

7. As a volunteer, I understand that I am not an employee of APTADC and will not be covered under APTADC's Worker's Compensation insurance.

9. I agree that before, during my time as a volunteer, and for three (3) months after the termination of my volunteer engagement, that I will disclose to APTADC any activity that could reasonably be considered to constitute an actual, apparent, or potential conflict of interest with the mission and activities of APTADC.

10. I agree that for two (2) months after my volunteer engagement, I will not engage, for compensation or otherwise, in the preparation, administration, or promotion of any material, presentation, professional activity, product, service, or program that competes with any existing or planned APTADC product, service, or program that was directly or indirectly related to my volunteer activities. I recognize and agree that the application of these restrictions may require that I decline professional and business opportunities that I might otherwise pursue. I represent and warrant that my background, training and experience are such that the restrictions contained in this paragraph shall not result in an inability on my part to pursue a livelihood, and that other alternatives or representations of employment or business endeavors are reasonably available to me.

11. I understand that this agreement does not create any partnership or agency between me and APTADC.

12. Nothing contained in this Agreement confers any rights to me to use any name, trademark, acronym, or other designations of APTADC in publications, materials, advertising, publicity, or other marketing activities.

Section 2

13. The term of this Agreement will be for one (1) year and will automatically renew for successive one (1) year terms, until terminated by the earlier of: (1) either party for any reason, or no reason, giving the nonterminating party three (3) days' notice of its intent to terminate, or (2) when the Volunteer has not had a volunteer assignment for six (6) consecutive months after the first year of this Agreement ("default termination").

14. I hereby release APTADC, and APTADC officers, directors, agents, attorneys, and employees from any and all liabilities, claims, damages, costs, and responsibilities associated with my volunteer work, including but not limited to those resulting from personal injury, illness, sickness, or property damage which I may suffer while I am performing my volunteer work, including but not limited to injury or damage caused by my intentional acts, negligence (gross or otherwise), or willful or wanton conduct and/or the intentional acts, negligence (gross or otherwise), or willful or wanton conduct of third parties.

15. I understand that this Agreement is governed by the laws of the District of Columbia and any disputes under this Agreement will be brought in courts of competent jurisdiction within the District of Columbia.

16. Neither APTADC nor Volunteer may assign this Agreement. This Agreement is retroactive to the date of appointment, regardless of when it was signed, and it supersedes all prior agreements between the parties.

Please enter your full name.

1. Agreed to by: *

Please enter today's date.

2. Effective as of: *

Please list the appointed group you are consenting to serve upon.

3. I hereby consent to serve as a member of the: *

Please list the appointed group you are consenting to serve upon.

4. I commit to serve for the following length of time: *

Please enter email address.

5. Contact information: *