

APPALACHIAN TRAIL VOLUNTEER DATABASE

Volunteer Agreement

Prior to creating a profile in the Volunteer Database, volunteers will be required to acknowledge that they have read this statement and agree to its terms.

This Volunteer Agreement (this “Agreement”) and the policies referred to herein contain the complete terms and conditions that apply to your use of this online, searchable database (the “Volunteer Database”) of Appalachian Trail (“A.T.”) stewardship volunteer opportunities and training events (“Volunteer Opportunities”) offered by program managers (“Program Managers”) of the Appalachian Trail Conservancy (“ATC”) or the Appalachian Trail Park Office (the “ATPO”), A.T. volunteer managers (“Volunteer Managers”), A.T. maintaining clubs (“Clubs”), and certain other partner organizations (each a “Partner Organization” and collectively “Partner Organizations”; and together with Program Managers, Volunteer Managers and Clubs, each an “Organizational User” and collectively the “Organizational Users”). As used in this Agreement, “Volunteer” or “you” refers to you. The Volunteer Database is available at the URL: <http://atc.civicore.com> (the “Database Site”). USE OF THE VOLUNTEER DATABASE CONSTITUTES KNOWING ACCEPTANCE AND ACKNOWLEDGMENT OF THIS AGREEMENT AND ATC’S PRIVACY POLICY.

ATC may modify this Agreement’s terms and conditions at any time without notice. Continued use of the Volunteer Database after a change in this Agreement, a change in the Privacy Policy, or after implementation of any other new policy constitutes acceptance of such change or policy. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ANY REVISED VERSION OF THIS AGREEMENT, PLEASE DO NOT USE THIS SITE.

1. PURPOSE

ATC, with the support of the ATPO, has developed the Volunteer Database with the primary purpose of connecting A.T. stewardship volunteers and Organizational Users by providing timely access to information, registration and management services for Volunteer Opportunities through an integrated, user friendly resource that:

- Creates and affirms a community of volunteers engaged in maintaining, monitoring and protecting the A.T.; and
- Helps volunteers identify and participate in Volunteer Opportunities, while simultaneously helping Organizational Users find volunteers.

ATC hosts and administers the Volunteer Database, which is accessible through the Database Site. Designated ATC staff (“Database Administrators”) provide administrative management services for the Volunteer Database. Except for analysis and system reporting purposes (as more thoroughly described below), unless requested by Volunteer, ATC will not use any information collected through the Volunteer Database other than for purposes permissible hereunder if ATC is acting as an Organizational User.

2. CRITERIA FOR ADDING INFORMATION TO THE VOLUNTEER DATABASE

Following is a non-exclusive list of example activities appropriate for posting as Volunteer Opportunities on the Volunteer Database:

- Activities related to the maintenance and management of the A.T. (including educational/outreach activities and environmental monitoring); and
- Activities related to other trails/lands managed by the Clubs.

Following is a non-exclusive list of information *not appropriate* for posting on the Volunteer Database:

- Information containing offensive material, as determined by the Database Administrators in their sole discretion;
- Employment opportunities, or
- Fundraising opportunities.

Any Organizational User may post Volunteer Opportunities to the Volunteer Database. Each Organizational User must identify at least one administrator who is responsible for the information submitted by that Organizational User to the Volunteer Database.

ATC make no representations or warranties concerning the nature, validity, or quality of any Volunteer Opportunity posted in the Volunteer Database. Volunteer is responsible for evaluating the Volunteer Opportunity such volunteer may be interested in to determine his or her suitability for that Volunteer Opportunity.

3. COMMUNICATIONS WITH ORGANIZATIONAL USERS

All communications regarding a specific Volunteer Opportunity or registration by Volunteer shall occur between the Organizational User and Volunteer with no involvement by ATC, unless ATC is the Organizational User. In order to maintain good relations with Organizational Users, Volunteer agrees that he or she will adhere to appropriate communication standards, as determined by a Database Administrator in his or her sole discretion with Organizational Users. The content of any such communication may not be illegal, threatening, obscene, racist, defamatory, libelous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of privacy, purposely false or otherwise injurious to third parties or objectionable and may not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of "spam" or references to illegal activity. Volunteer may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of the content. One or more Database Administrators may, but are not required to, review submitted content. In the event a Database Administrator becomes aware of inappropriate communication by Volunteer, as determined by the Database Administrator in his or her sole discretion, the Database Administrator may elect, in his or her sole discretion, to block Volunteer from participating in the Volunteer Database, or to remove or edit such content.

If Volunteer submits material (other than the volunteer information discussed in Section 4 of this Agreement), and unless ATC indicates otherwise or as otherwise provided herein, Volunteer grants ATC a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, and display such content throughout the world in any media, subject to Section 4 of this Agreement. Volunteer represents and warrants that he or she owns or otherwise controls all of the rights to the content that Volunteer submits; that the content is accurate; that use of the content Volunteer supplies does not violate this policy and will not cause injury to any person or entity; and that Volunteer will indemnify ATC for all claims resulting from content you supply. ATC has the right but not the obligation to monitor and edit or remove any activity or content, including but not limited to content that violates the standards of the Database Site, as determined by ATC in its sole discretion. ATC takes no responsibility and assumes no liability for any content submitted by you or any third party.

4. VOLUNTEER INFORMATION

In general, when you visit the Volunteer Database, you remain anonymous unless you choose to be contacted, as described below. You do not have to register or provide any data in order to look at information in the Volunteer Database. If you decide to register for one or more Volunteer Opportunities, or decide to create a volunteer profile, the information provided by you will be used by Organizational Users as described herein.

When you register for a Volunteer Opportunity, your name and contact information will be collected in order to facilitate communication between you and the Organizational User. In addition, some Organizational Users may ask for certain medical information pertaining to your physical condition and ability to safely participate in certain types of activities (e.g. strenuous trail building activities). The Organizational User will use this information to ascertain your physical capability to participate in a specific Volunteer Opportunity. Organizational Users have agreed that they will make no use your information except for the purposes specified in this paragraph (e.g. communication with you and determination of physical capacity).

You may choose to create a volunteer profile on the Volunteer Database and opt to receive communication from other Organizational Users about Volunteer Opportunities that match your profile. In such cases, and only in the case, other Organizational Users may contact you regarding Volunteer Opportunities. If you decide you no longer want to receive email information or any contact from Organizational Users, you can opt-out of such communications at any time by logging into the Volunteer Database and modifying or deleting your volunteer profile. You should click [here](#) to view or change your current status.

IN ORDER TO BE ABLE TO COMMUNICATE WITH YOU ABOUT VOLUNTEER OPPORTUNITIES AND/OR ASCERTAIN A YOUR ABILITY TO PARTICIPATE IN CERTAIN TYPES OF ACTIVITIES, IT IS IMPORTANT TO HAVE ACCURATE INFORMATION ABOUT YOU. BY USING THE DATABASE SITE, YOU AFFIRM THAT INFORMATION PROVIDED WHEN REGISTERING FOR A VOLUNTEER OPPORTUNITY AND/OR COMPLETING A VOLUNTEER PROFILE IS TRUE AND CORRECT. YOU ARE ENCOURAGED TO HELP ATC MAINTAIN THE ACCURACY OF YOUR INFORMATION BY REGULARLY UPDATING YOUR PROFILE AND ANY CONTACT INFORMATION IN THE VOLUNTEER DATABASE.

5. ACCESS TO VOLUNTEER INFORMATION

An Organizational User may access only that information on the Volunteer Database (a) provided by individuals seeking to volunteer for a Volunteer Opportunity posted by that Organizational User, or (b) provided by the Organizational user. No Organizational User may broker or share information regarding a potential or actual volunteer without permission from that potential or actual volunteer.

Tracking the value and accomplishments of Volunteer Opportunities is essential to supporting these activities into the future. A Database Administrator may access all Volunteer Opportunities and volunteer data periodically, in the aggregate, for the sole purpose of analysis and system reporting.

6. INTELLECTUAL PROPERTY

The materials and services provided for and depicted on the Database Site are protected by copyright, trademark, patent and other intellectual property laws. All text, graphics, video, data or other content on the Database Site (“Database Content”) are provided to Volunteer for the sole purpose of using the Database. Volunteer shall not copy, display, modify, create derivative works of, publish, or sell the Database Content or any information, software, or services provided through the Database Site. The Database Content may be modified from time to time by ATC in its sole discretion. Except as expressly set forth herein, no license is granted to Volunteer for any other purpose, and any other use of the Database or the Database Content by Volunteer shall constitute a material breach of this Agreement. Nothing in this Agreement shall affect any rights of ATC or its licensors in the Database or Database Content, and any associated patents, trademarks, copyrights, mask work rights, trade secrets or other intellectual property rights. No license, right or interest in any trademarks of ATC or any third party is granted under this Agreement. Nothing in this Agreement shall affect any rights of ATC or its licensors in the Database or Database Content, and any associated patents, trademarks, copyrights, mask work rights, trade secrets or other intellectual property rights. No license, right or interest in any trademarks of ATC or any third party is granted under this Agreement.

7. LINKS TO THIRD PARTY SITES

The Database Site may contain hypertext links to Web sites operated by parties other than ATC. Such hypertext links are provided for Volunteer’s reference only and ATC does not control such Web sites and is not responsible for their content. ATC’s inclusion of any hypertext link to any such Web site does not imply any endorsement of the material on such Web site or any association with their operators. ATC is not responsible for the privacy, terms of use, or other policies of any other website. Volunteer is encouraged to review the privacy policies of any Web site Volunteer visits.

8. ACCESS AND INTERFERENCE

Much of the information on the Database Site is updated on a real time basis and is proprietary or licensed to ATC by Organizational Users or third parties. By using the Database Site, you agree not to:

- Use any robot, spider, scraper or other automatic device, process or means to access the Database Site for any purpose without ATC’s express written permission.

- Take any action that imposes or may impose (in ATC's sole discretion) an unreasonable or disproportionately large load on our infrastructure.
- Implement any manual processes to monitor or copy Database Content from the Database Site without express written permission.
- Utilize any device, software or routine that will interfere or attempt to interfere with the functionality of the Database Site.

9. LIABILITY LIMITATIONS

IN NO EVENT SHALL ATC BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH (I) ANY USE OF THE DATABASE, THE DATABASE SITE OR THE DATABASE CONTENT, (II) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE ANY COMPONENT OF THE DATABASE OR THE DATABASE SITE TO IDENTIFY VOLUNTEER OPPORTUNITIES), OR (III) THE PERFORMANCE OR NON-PERFORMANCE OF ANY ORGANIZATIONAL USER IN CONNECTION WITH THE DATABASE. IN ADDITION, VOLUNTEER SPECIFICALLY UNDERSTANDS AND AGREES THAT ANY THIRD PARTY DIRECTING VOLUNTEER TO THE DATABASE SITE BY REFERRAL, LINK OR ANY OTHER MEANS IS NOT LIABLE TO VOLUNTEER FOR ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSS ASSOCIATED WITH THE USE OF THE DATABASE, THE DATABASE SITE OR THE DATABASE CONTENT. ATC IS NEITHER AN AGENT OF NOR IS CONNECTED WITH ANY ORGANIZATIONAL USER (UNLESS ATC IS THE ORGANIZATIONAL USER). EXCEPT FOR THE INFORMATION PROVIDED BY ATC AS AN ORGANIZATIONAL USER OF THE DATABASE SITE, ATC IS NOT LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH A VOLUNTEER'S PARTICIPATION IN A VOLUNTEER OPPORTUNITY.

10. DISCLAIMER OF WARRANTY

THE INFORMATION, PROGRAMS, PRODUCTS, AND MATERIALS CONTAINED IN OR ACCESSED ON THE DATABASE SITE, INCLUDING, WITHOUT LIMITATION, THE DATABASE AND THE DATABASE CONTENT, ARE PROVIDED TO VOLUNTEER ON AN 'AS IS' BASIS AND WITHOUT WARRANTY OF ANY KIND. ATC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, THE DATABASE SITE, THE DATABASE CONTENT AND RELATED MATERIALS PROVIDED HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING.

11. SEVERABILITY

If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

12. NO ASSIGNMENT

This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned or delegated in any manner by Volunteer, but may be so transferred, assigned or delegated by ATC.

13. WAIVER

Any waiver of any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

14. JURISDICTION

This Agreement is made under and shall be governed by and construed in accordance with the laws of State of West Virginia, U.S.A., without regard to any choice of law provisions. The parties hereby consent to the jurisdiction of the state and federal courts located in Jefferson County, West Virginia.

15. OTHER

Certain Volunteer Opportunities have limits on attendance. You are encouraged to register for only those opportunities that you are able to attend. If you have registered and cannot attend a Volunteer Opportunity, you should notify the posting Organizational User (either via the Volunteer Database or directly) as soon as possible to make room for other volunteers.