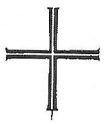

ORDER OF SAINT BENEDICT

Conducting Saint John's Abbey, Preparatory School, and Liturgical Press

Volunteer Agreement and Release

The Order of Saint Benedict ("OSB") appreciates your willingness to become involved in the Institution's volunteer program. Before participating as a volunteer in any event or activity, OSB requires all volunteers to review and sign this Agreement and Release. The decision to permit you to participate as a volunteer in events or activities, and the duration of the volunteer assignment, shall be made in the sole discretion of OSB. A description of the assignment for which you are volunteering can be obtained through the volunteer coordinator.

1. **Assignment Description.** I agree that my service to OSB is voluntary and for educational, civic, charitable, humanitarian or like reasons and without expectation of payment, reimbursement, or future paid employment of any kind.

2. **Reference Check/Criminal Background Check.** I understand that OSB reserves the right to conduct reference checks as deemed appropriate for a prospective volunteer. I understand and agree that OSB will request my authorization to conduct a background check and that my ability to participate as a volunteer may be conditioned upon my authorization of the background check and its results.

3. **Polices.** I agree to follow the directions of OSB staff and to comply with all applicable policies of the Institution. In addition to agreeing to become acquainted and follow the policies of OSB, that relate to the rights, privileges and expected conduct of employees, volunteers, guests and others, you acknowledge that OSB does not condone or tolerate, and you agree to refrain from, any conduct that infringes upon a person's being through discrimination or harassment based on race, gender, sexual orientation, color, religion, national origin, ancestry, disability, or any other class protected by law.

4. **Confidentiality.** At all times during this Agreement and Release, and after its termination, I agree to take all reasonable precautions to protect the integrity of, and shall refrain from any use or divulgence of the Confidential Information of OSB. "Confidential Information" includes all information regarding or belonging to OSB that is not available to the general public, including, but not limited to, donor lists and all information contained therein; strategic plans; campaign information; financial information; student information; personnel information (including salary information and medical data); and all records, files and documents containing any such information. I agree not to disclose, distribute, or publish Confidential Information to an outside individual or organization at any time or use Confidential Information for any purpose other than the performance of services as requested by OSB. I understand that if I violate this provision, OSB may seek an injunction or pursue other legal remedies against me to protect the Confidential Information.

5. **Training.** I understand that, depending on my volunteer assignment, I may be required to complete training prior to beginning my assignment. I agree to attend and complete such training.

6. **Transportation Volunteers.** If my volunteer duties include transporting, I understand that I may be required to provide a copy of my current driver's license and verification of auto insurance documents to OSB Human Resources, or their designee. I understand that if I am required to drive an OSB vehicle, it is mandatory that I complete an online defensive driving class that will be assigned to me.

7. **Insurance.** I understand and agree that OSB may not cover any risks associated with my volunteer assignment, and that I am required to carry my own personal insurance coverage and that my personal automobile liability insurance will be primary coverage for any accidents involving my own vehicle. I further understand and agree that as a volunteer, I am not eligible for participation in the OSB employee Health/Dental/Life or Workers' Compensation insurance plans.

8. **Release.** I understand and agree that my participation as a volunteer in any event or activity of OSB is at my own risk. I acknowledge that some events or activities are potentially dangerous and that I am voluntarily assuming all inherent risks, including the risk of accident, injury or death, both known and unknown, howsoever arising out of such events and activities. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, release and forever discharge OSB and its employees, officers, trustees, representatives, agents and attorneys (in their official and individual capacities) (together the "Releasees") from any and all liability whatsoever for any and all damages, losses, injuries (including death), that I sustain to my person or property or both, including, but not limited to, any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys' fees, which arise out of, result from, occur during, or are connected in any manner, in whole or in part, with my participation as a volunteer, whether caused by the decisions, fault, or negligence of the Releasees or otherwise, except that which is the result of gross negligence and/or willful misconduct by any specific Releasee. For the avoidance of doubt, this Release shall be applicable as to any Releasee which is not fully and finally determined by a court of competent jurisdiction to have engaged gross negligence or willful misconduct.

9. **Indemnification.** I, individually, and on behalf of my heirs, successors, assigns and personal representatives, indemnify, defend and hold harmless the Releasees from any and all liability, loss, damage or expense, including attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorney's fees, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the Releasees from any and all liability, loss, damage or expense, including attorney fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorney's fees, which arise out of, occur during, or are in any way connected with my participation in the programs, which arise out of, occur during, or are in any way connected with my participation in the volunteer assignment.

10. **Governing Law, Jurisdiction and Venue.** I agree that this Agreement and Release and any proceeding related thereto shall be governed and enforced under the laws of the state of Minnesota. I agree and consent to be subject to the jurisdiction of any federal court of the District of Minnesota and the state court located in Stearns County, Minnesota for purposes of any legal suit, action or proceeding arising out or related to this Agreement (a "Proceeding"). I agree that all claims in respect of any Proceeding may be heard and determined in such federal or Minnesota state court and irrevocably waive, to the fullest extent it may effectively do so, any objection I may now or hereafter have to the venue of any Proceeding in any of the aforementioned courts and the defense of an inconvenient forum to the maintenance of any Proceeding.

11. **Miscellaneous.** I agree that this is the entire agreement between OSB and me; no agreement, oral or written on these matters exists outside of this Agreement and that if any portion thereof is held invalid, the balance hereof shall, notwithstanding, continue in full force and effect. I agree that this Agreement and Release is to be construed broadly to provide a release, indemnification and waive to the maximum extent permissible under applicable law.

In signing this Agreement and Release, I hereby acknowledge that I have read the entire document including the release and indemnity, that I understand and agree to the terms of this Agreement, that I am at least eighteen (18) years of age and am executing this Agreement voluntarily without coercion and without reliance on any representation, express or implied, by any employee of OSB. I understand that this Agreement waives important legal rights. I have had an adequate opportunity to consider this Agreement and to obtain such legal or other advice with respect hereto and my rights and responsibilities hereunder.

_____

Volunteer's Name (Please Print)

_____

Signature of Volunteer

_____

Date

Revised February 2024