

VOLUNTEER AGREEMENT AND RELEASE

This Agreement and Release (the "Agreement") is entered into as of the date last written below between the Foundation for International Education in Neurological Surgery ("FIENS"), and Dr. _____ ("Volunteer").

RECITALS

A. FIENS is based on the principle of volunteerism whereby individuals volunteer to participate in activities of various local host programs (the "Host Program") for a minimum of four weeks. Volunteers further the development and improvement of neurosurgical training programs worldwide by assisting local faculty members, by cooperating in the neurological education in medical schools, and by assisting in neurosurgery training programs.

B. Volunteer wishes to participate and agrees to do so according to the terms and conditions stated in this Agreement.

AGREEMENTS

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. FIENS agrees to provide Volunteer with roundtrip economy airfare, which may be issued in advance or reimbursed upon receipt of tickets or photocopies of such.
2. In order to assist future volunteers and each Host Program, Volunteer agrees to provide feedback on his or her volunteer service, including (i) a report of his or her time of service, (ii) an evaluation of the Host Program, and (iii) recommendations to assist future volunteers.
3. Volunteer agrees and acknowledges that he or she is neither an employee nor an agent of FIENS. Volunteer understands that he or she may not take actions on behalf of this group, nor represent that he or she has any authority to act on behalf of it.
4. FIENS shall not exercise control over the methods or manner in which the Volunteer performs his or her tasks or work-related activities while with the Host Program. Volunteer agrees that his or her activities shall be according to the terms and conditions of each particular Host Program. All aspects of Volunteer's work shall be determined by Volunteer and representatives of the Host Program. The Host Program and Volunteer are responsible for all licensing, medical, and legal concerns.

5. In exchange for the consideration provided by FIENS, the Volunteer, along with his or her heirs, assigns, and successors, agrees to release and hold harmless FIENS and all of its directors, officers, employees, agents, successors, and assigns and any and all persons connected with FIENS from all claims, demands, causes of action, obligations, expenses, judgments, costs or damages, of any kind or nature whatsoever, known or unknown, including, but not limited to, any claims for personal injury, defamation, property damage, infringement, death, or any other injury, including attorneys' fees, incurred in connection with being a FIENS Volunteer.

6. Volunteer agrees to indemnify FIENS and its employees, agents, successors, and assigns from any and all claims, demands, causes of action, and obligations that arise or are asserted in relation to any aspect of the Volunteer's involvement in the FIENS program.

7. The undersigned parties hereby agree that this Agreement constitutes the entire agreement between Volunteer and FIENS and that it supersedes all other oral or written agreements, and/or understandings between the parties, and may not hereafter be modified except in writing signed by both parties.

8. The parties agree that they have had the opportunity to consult with an attorney regarding this Agreement and that they fully understand the terms, conditions, and agreements contained herein. VOLUNTEER SPECIFICALLY ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A RELEASE OF HIS OR HER RIGHTS TO ASSERT CLAIMS AGAINST FIENS OR THE COMMITTEE RELATING TO THE VOLUNTEER PROGRAM.

9. All aspects of this agreement between the Volunteer and FIENS shall be construed, interpreted, and governed in accordance with the laws of the State of Minnesota.

10. This Agreement may be executed in counterparts, and shall not become effective until both parties required to execute the Agreement shall have done so.

AGREED TO this ___ day of _____, _____.

11. Guidelines for **Resident** Volunteers (If applicable)

The volunteer program of FIENS offers residents an extraordinary educational experience as well as the opportunity to make a contribution to neurosurgical education in developing countries. FIENS encourages senior residents (level PGY4 or above) to volunteer at many of its sites. The Chairperson of the Volunteer Committee can assist residents in selecting appropriate host programs. Resident volunteers are encouraged to present educational talks on neurosurgical topics and to participate in clinical activities at the discretion of the host program's faculty. It is important to note that resident volunteers are expected to function as residents under the supervision of host faculty members rather than as fully- trained neurosurgeons.

by: _____
Name, Title
Foundation for International Education
in Neurological Surgery

by: _____
Volunteer Name

by: _____
Program Director,
If Volunteer is a Resident