

## VACCINE PROVIDER AGREEMENT, WAIVER AND RELEASE

VacCorps, a North Carolina non-profit corporation (“VacCorps”) agrees to provide \_\_\_\_\_ (“Provider”) access to names and contact information of individuals within VacCorps’ database of vaccine support staff volunteers for purposes of facilitating Provider’s efforts to supply COVID-19 vaccines in its community.

In consideration for being allowed access to the VacCorps volunteer database, Provider agrees to the following:

1. VacCorps does not verify the identity nor the experience of volunteers. It is the sole responsibility of Provider to verify volunteer identities and experience levels. Provider agrees that VacCorps is not an employment agency and VacCorps’ only involvement with Provider and volunteers is merely to connect Provider to volunteers via volunteer contact information. Upon written request by Provider, VacCorps will, through a third-party vendor, conduct a basic background check on volunteers.
2. VacCorps does not provide volunteers with personal protective equipment and does not immunize or require volunteers to be immunized prior to engaging in volunteer activities. In addition, VacCorps does not provide any training to volunteers. Provider acknowledges that it will be responsible for providing personal protective equipment and any necessary training for volunteers.
3. Provider agrees not to use any volunteer information provided by VacCorps except for purposes of coordinating volunteers for the vaccination event(s) for which VacCorps has agreed to provide such information. In addition, Provider agrees not to share VacCorps’ volunteer data outside of Provider.
4. Provider may not contact VacCorps volunteers for any reasons other than those related directly to providing support for a vaccination event, but if consented to in writing by individual volunteers, Provider may contact such volunteers for permanent paid or unpaid work beyond the vaccination event.
5. Acknowledging that VacCorps acts solely as an intermediary connecting Provider to volunteers, Provider agrees to release, and does hereby release, VacCorps and its affiliates, along with their current and former officers, directors, employees, members, representatives, partners, agents, successors and assigns (collectively, the “Released Parties”) from all claims and liability of any kind arising out of or related to the actions or omissions of any volunteer. Provider understands that risks known and unknown, including injuries to volunteers, patients, and Provider employees, may occur through volunteer participation in vaccination events, and VacCorps is not responsible for any such injuries or other occurrences. Provider and anyone claiming on Provider's behalf releases and forever discharges the Released Parties from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which Provider has, had, or may in the future have against the Released Parties or any of them and covenants and agrees not to sue any of the Released Parties for any such claims.

Selecting “I Agree” on the Vaccine Provider Registration page on the VacCorps website represents the agreement of Provider to be bound by the terms of this agreement. Provider

acknowledges that has the right to review all aspects of this agreement with attorneys of its choice, that it has carefully read and fully understands all the provisions of this agreement, and that it is freely, knowingly and voluntarily entering into this agreement.