

Office ID #	CT Class	CPR
Photo ID Check	Stewards of Children	I-9 / W-4
Background Check	Code of Conduct	Key Issued
Drug Test	ServSafe	Vax/Booster
\$	TWIC	

# **VOLUNTEER CREW APPLICATION**

VOLUNTEER CREW AF	PPLICATION DATE	<b>:</b>
Please indicate your area of v Building Guide / Ship Tour Educator: Ship / Building	rolunteer interest: Event Volunteer Landscaping Crew	Sailing Crew Ship Maintenance
First Last Full legal Name (required for port	MI Nickname	Title (Mr., etc.)
	(he/him; she/her; they	o/thom: otc )
-	Spouse/Partner's Name	·
_	-	
Address		
	STZ	
Home Phone () Work Phone ()	Cell Phone Fax Numbe	r ()
E-Mail Address		(Please Print Clearly)
Current Occupation	Company	
_		
or (Initial)Please do not u	se my image/name for promotional pu	rposes.
Maritime/Nautical Experience:		
Any special licenses? Descriction Descriction Descriction Descriction Descriction Descriction Descriction Descriction Descriction Description Des	ribe or tread water for 10 minutes?	
Carving Food Grant	cation IT ctrical/Mechanical Marketing d Preparation Plumbing	the Foundation (i.e., what can
you do for us that we don't even k	niow we need:)	

Kalmar Nyckel Foundation 1124 East Seventh Street, Wilmington, Delaware 19801 302.429.7447 302.429.0350 fax <u>www.kalmarnyckel.org</u>



## **Medical Form - CONFIDENTIAL**

Lact	or port security) First:	MI	Nicknama	
Last.	17118t	IVII	_ INICKHAIHE	
Height	Glasses Y N	Near-sighted	Y N Far-sig	hted Y N
Weight	Contacts Y N	Pace-Maker	Y N Hearing	g Aid Y N
Are you currently under the	regular care of a physician? regular care of a psychiatrist? se describe condition and treat	Y N		
	re?			
Breatning Problems	s:, ii yes, do you	use an innaier?	·	
Do you have any Allergies?  Drug Allergies?  If you do you corry on Enjoy.	Food Allergies?	Environ	nemental (bees, etc.)?	
If yes, do you carry an Epine	ephrine auto-injector? Y N			
	prescription or regular Over-			
If Yes, Please list all prescrip	ption or regular OTC medicati	ons you are currentl	y taking: (USE BACK	IF NEEDED)
me of medication	Condition	Symptoms we	'll notice if med. is	s   Will you bring
nme of medication	Condition medication treats		medical problem arises	
me of medication		skipped, or if a	medical problem arises	medication if or
me of medication		skipped, or if a	medical problem arises	medication if or
me of medication		skipped, or if a	medical problem arises	medication if or
me of medication		skipped, or if a	medical problem arises	medication if or
ame of medication		skipped, or if a	medical problem arises	medication if or
	medication treats	skipped, or if a related to this co	medical problem arises	s medication if or ship for a day?/w
e best of my knowledge, all of the nation is grounds for immediate d		skipped, or if a related to this co	medical problem arises ondition  hat any misrepresentation l that I am physically and	medication if or ship for a day?/w
e best of my knowledge, all of the nation is grounds for immediate dactivities onboard and I agree to	medication treats  he above information is correct. lismissal from the ship and Found	skipped, or if a related to this control of the related to th	medical problem arises ondition  hat any misrepresentation lithat I am physically and y information given on the	n or falsifying of the a mentally able to particular form changes.
e best of my knowledge, all of the nation is grounds for immediate dactivities onboard and I agree to	he above information is correct. lismissal from the ship and Found inform the Master of the Kalmar	skipped, or if a related to this control of the related to the	medical problem arises ondition  hat any misrepresentatio l that I am physically and y information given on the	n or falsifying of the a mentally able to particular form changes.

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### KALMAR NYCKEL FOUNDATION

# ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in programs and other events and to use the facilities, equipment and other services at, upon or about the *Kalmar Nyckel* (ship) and Kalmar Nyckel Foundation complex (Copeland Center and outbuildings) located at 1124 East 7<sup>th</sup> St., Wilmington, DE 19801 (collectively, "Kalmar Nyckel"), the undersigned, for himself/herself/theirself and for his/her/their heirs, agents, personal representatives and assigns (and if the undersigned is a minor, the undersigned's parents, guardians and other care-givers), does hereby agree to the greatest extent permitted by law, as follows:

Assumption of Risk: The undersigned hereby acknowledges and agrees that the undersigned (i) understands the nature of the activities to be undertaken for the Kalmar Nyckel and that there are inherent risks and dangers associated with such activities, including, without limitation, contracting an infectious disease, injury, pain, suffering, illness and/or death, and (ii) knowingly and voluntarily accepts and assumes responsibility for each of those risks and dangers and all other risks and dangers that arise out of or occur during the undersigned's activities for the Kalmar Nyckel.

<u>Good Health</u>: The undersigned represents that he or she 1) is in good health, 2) is NOT displaying any of the symptoms of COVID-19, including cough, sore throat, shortness of breath, fever or chills, lack of taste or smell, muscle or body aches, nausea or vomiting or diarrhea, and has NOT been in contact with anyone who is displaying any of those symptoms and 3) is proper physical condition for all activities in which the undersigned will participate for the Kalmar Nyckel.

<u>Release and Waiver</u>: The undersigned hereby irrevocably and unconditionally RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Kalmar Nyckel Foundation, and their respective members, officers, directors, agents,

employees and sponsors (collectively, the "Releasees"), from and for any and all claims, liabilities, obligations, disputes, damages and

causes of action of any kind or nature, known or unknown, which the undersigned may have or claim to have, now or in the future, directly or indirectly, with respect to any personal injury, accident, illness or death and/or property loss, however caused, arising from or in any way relating to the undersigned's activities, or otherwise occurring during any time while the undersigned is present at, upon or about the ship and complex excepting only those caused by the willful misconduct, gross negligence or intentional torts of Kalmar Nyckel Foundation.

Indemnification and Hold Harmless: The undersigned hereby agrees to INDEMNIFY, DEFEND AND HOLD HARMLESS the Kalmar Nyckel Foundation and all Releasees from and against any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including, without limitation, attorney's fees and court costs, arising from or in any way relating to the undersigned's activities, excepting only those caused by the willful misconduct, gross negligence or intentional torts of Kalmar Nyckel Foundation.

<u>Severability</u>: The undersigned expressly agrees that this Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement

(this "Agreement") is intended to be as broad and inclusive as permitted by applicable law and that if any portion thereof is held invalid.

it is agreed that the balance shall continue in full legal force and effect.

Binding Effect; Governing Law: This Agreement shall be binding upon the undersigned and the undersigned's heirs, agents, personal

representatives and assigns (and if the undersigned is a minor, the undersigned's parents, guardians and other caregivers). This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to conflicts of law principles) and the state and federal courts located in Wilmington, Delaware shall be the exclusive venue for all actions and proceedings involving this Agreement or any claim arising from the undersigned's participation in programs and use of facilities. This Agreement constitutes the entire agreement of the undersigned with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings. This Agreement may not be withdrawn, cancelled, terminated, revoked, amended or revised by the undersigned.

CONTINUE ON NEXT PAGE!	INITIAI

## Kalmar Nyckel Liability Waiver, page 2

<u>Acknowledgement and Understanding</u>: The undersigned has read this Agreement and has had an opportunity to ask questions about it. The undersigned fully understands this Agreement and acknowledges that the undersigned is giving up substantial rights in connection herewith, and that its terms are contractual and not merely recital.

INTENDING TO BE LEGALLY BOUND, THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT HE/SHE/THEY IS/ARE SIGNING THIS AGREEMENT FREELY, VOLUNTARILY AND WITH FULL UNDERSTANDING OF THE TERMS.

Print Name:	
Address:	
 Date:	
Signature	
Signature of Parent/Guardian of Minor (under age	of 18)
Print Name:	_
Address:	-
	_

Liability Waiver Edit to split page: 11/29/2023



### **KNF Code of Conduct**

I will honor our core values by maintaining a high personal standard of conduct. I will carry out my duties and tasks to the best of my ability and take personal accountability to improve my capabilities over time. I will behave in an honest and ethical way. I will ensure that my actions and behaviors never reflect poorly on the Foundation or compromise our educational mission. I will not use profane language or wear inappropriate clothing.

I will be respectful and positive in all my interactions with staff, volunteers, our customers and the general public. I will be considerate towards my shipmates and fellow volunteers. I will avoid all forms of discrimination and will respect the dignity of each person without regard to economic status, age, gender, race, ethnicity, religion, sexual orientation or physical or mental abilities. I will be a good teammate and will avoid jokes made at the expense of others or any other unwelcome behaviors.

I will help create an exceptional experience for our customers. I am aware that the future of the Foundation is directly tied to the effectiveness of the educational and cultural experiences we create.

I will be alert to and report any inappropriate or potentially inappropriate behavior (harassment, discrimination, sexual overtures or contact, offensive language or gestures, any form of abusive behavior, drug or alcohol abuse). I am aware that sexual abuse of children is an issue in our society and I will be especially sensitive that children and youth are not exposed to inappropriate behavior, abuse, sexual or otherwise, or ridicule. I will avoid situations where I am alone with guest children/youth and will follow the two adult rule. I am aware of my legal obligation to report observed or suspected child abuse or neglect to Delaware Child Protective Services. I am aware of my responsibility to report any violations of the KNF's Youth Protection Policies.

I will respect the chain of command at all times.

I understand that reporting gross breaches of the code of conduct is appropriate regardless of my status within the chain of command. I will handle such a situation thoughtfully and with discretion out of respect to all parties involved.

I will consider the safety of myself and others in all my actions. I will know what to do and to whom to report in emergency situations.

I know and will comply with the Foundation's policies regarding drugs, alcohol and tobacco. I understand and support the Foundation's zero tolerance for illegal drug use and will ensure that the Captain is aware of any prescription drugs I take. I will not use or be under the influence of alcohol at any time while volunteering and will strictly adhere to the Coast Guard and Captain's rules regarding alcohol use while with the ship. I understand that excessive or underage drinking will not be tolerated. I will smoke only in designated areas and never on the ship.

I will strive to be punctual so that others are not required to wait for me.

I will treat the ship and all Foundation property with respect and take proper care of the same. I will clean up more than the mess I make. When living on the ship, I will ensure that all my gear is confined within my bunk at all times (except foul weather gear).

I understand that as a volunteer for the KNF I am subject to criminal background checks, a drug screen and continuing random drug screening (sailing crew) and that any actions inconsistent with this Code of Conduct may result in my removal as a volunteer.

Signed:	Date:
Printed Name:	