



**Effective Date:** December 27, 2025

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## **ARTICLE I: INTRODUCTION AND SCOPE**

### **Section 1.1 - Purpose and Authority**

These Volunteer Terms & Conditions ("Terms") establish the legal framework governing the relationship between volunteers and Eyden Studio ("Studio," "We," "Us," "Our"). These Terms define the rights, responsibilities, and obligations of all parties involved in volunteer service with the Studio and its Projects.

### **Section 1.2 - Applicability**

These Terms apply to:

1. All individuals volunteering with Eyden Studio;
2. All volunteer activities, whether ongoing or project-based;
3. All Projects operating under the Eyden Studio umbrella;
4. Both in-person and virtual volunteer service;
5. Volunteers of all ages, subject to additional provisions for minors.

### **Section 1.3 - Agreement Formation**

By submitting a volunteer application, completing volunteer registration, or commencing volunteer service, individuals agree to be bound by these Terms. Continued volunteer service constitutes ongoing acceptance of these Terms as they may be modified from time to time.

## **ARTICLE II: DEFINITIONS**

For purposes of these Terms, the following definitions shall apply:

- "Volunteer" refers to any individual who provides services to the Studio without expectation or receipt of compensation, payment, or financial remuneration.
- "Volunteer Service" refers to all activities, tasks, projects, and contributions performed by volunteers in connection with the Studio.
- "Studio Leadership" refers to Eyden Villarreal and any designated project coordinators or supervisors.
- "Projects" refers to all initiatives operating under the Eyden Studio umbrella, including but not limited to Eyden Villarreal & Co., Youth Reach, and the Youth-led Blog.
- "Minor Volunteer" refers to any volunteer under the age of eighteen (18).
- "Adult Volunteer" refers to any volunteer aged eighteen (18) or older.
- "At-Will Relationship" refers to the voluntary nature of the volunteer relationship, which may be terminated by either party at any time with or without cause or notice.

## **ARTICLE III: NATURE OF VOLUNTEER RELATIONSHIP**

### **Section 3.1 - Volunteer Status**

Volunteers serve in a voluntary capacity and are not:

1. Employees of the Studio;
2. Independent contractors;
3. Agents with authority to bind the Studio;
4. Partners or joint venturers;
5. Entitled to compensation, wages, salary, or benefits.

### **Section 3.2 - No Employment Relationship**

The volunteer relationship does not create an employment relationship, and volunteers are not entitled to:

1. Wages, salary, or hourly compensation;
2. Employee benefits (health insurance, retirement, paid leave);
3. Workers' compensation coverage;
4. Unemployment benefits;
5. Employment-based legal protections (except as provided by law);
6. Tax withholding or reporting (unless required by law).

### **Section 3.3 - At-Will Relationship**

Volunteer service is at-will, meaning:

1. Volunteers may resign or discontinue service at any time, with or without notice or cause;
2. The Studio may terminate volunteer service at any time, with or without notice or cause;
3. No minimum or maximum duration of service is guaranteed;
4. Neither party is obligated to continue the relationship;
5. Termination may occur for any reason not prohibited by law.

### **Section 3.4 - No Promise of Future Opportunities**

Volunteer service does not:

1. Guarantee future volunteer opportunities;
2. Create expectations of employment or paid positions;
3. Entitle volunteers to priority consideration for employment;
4. Obligate the Studio to provide references or recommendations;
5. Create any contractual or legal obligation beyond these Terms.

## **ARTICLE IV: VOLUNTEER ELIGIBILITY AND REQUIREMENTS**

### **Section 4.1 - Age Requirements**

General Minimum Age: Volunteers must be at least thirteen (13) years of age.

Specific Activity Requirements: Certain volunteer activities may require volunteers to be at least sixteen (16) or eighteen (18) years of age due to safety, legal, or operational considerations.

### **Section 4.2 - Parental Consent for Minors**

Volunteers under the age of eighteen (18) must:

1. Obtain written consent from a parent or legal guardian before volunteering;
2. Submit completed parental consent forms before commencing volunteer service;
3. Comply with any additional requirements or restrictions imposed by parents/guardians;
4. Understand that parents/guardians may withdraw consent at any time.

### **Section 4.3 - Application Process**

Prospective volunteers must:

1. Complete the official volunteer application form;

2. Provide accurate and truthful information;
3. Submit all required documentation (parental consent, identification, etc.);
4. Participate in any required interviews or orientation sessions;
5. Agree to background checks if required for specific roles.

#### **Section 4.4 - Background Checks**

The Studio reserves the right to require background checks for certain volunteer positions, particularly those involving:

1. Work with minors or vulnerable populations;
2. Access to confidential information;
3. Financial responsibilities;
4. Representation of the Studio in official capacities.

Volunteers must consent to background checks as a condition of service in such roles.

#### **Section 4.5 - Skills and Qualifications**

Volunteers may be required to:

1. Demonstrate specific skills, knowledge, or experience;
2. Provide documentation of certifications or credentials;
3. Complete training or orientation programs;
4. Meet physical or technical requirements for certain activities.

#### **Section 4.6 - Right to Refuse or Terminate**

The Studio reserves the right to:

1. Refuse any volunteer application without providing reason;
2. Terminate volunteer service at any time;
3. Reassign volunteers to different roles or activities;
4. Modify volunteer responsibilities based on needs and capabilities.

## **ARTICLE V: VOLUNTEER RESPONSIBILITIES AND COMMITMENTS**

#### **Section 5.1 - General Responsibilities**

Volunteers are responsible for:

1. Performing assigned tasks diligently and to the best of their ability;
2. Adhering to all Studio policies, including the Volunteer Code of Conduct;
3. Communicating regularly with Studio Leadership;
4. Attending required meetings, training sessions, and events;
5. Maintaining professionalism and representing the Studio positively;
6. Respecting confidentiality and privacy requirements;
7. Reporting concerns, problems, or incidents promptly.

#### **Section 5.2 - Time Commitments**

Volunteers are expected to:

1. Honor commitments regarding availability and schedules;
2. Provide advance notice of absences or changes in availability;
3. Complete assignments within agreed-upon timeframes;
4. Communicate proactively if unable to meet deadlines or expectations;
5. Maintain consistent engagement appropriate to their volunteer role.

#### **Section 5.3 - Training and Orientation**

Volunteers must:

1. Complete all required orientation and training programs;
2. Participate actively in learning opportunities;
3. Seek clarification when instructions or expectations are unclear;
4. Apply knowledge gained through training to volunteer activities;
5. Complete ongoing training or professional development as required.

#### **Section 5.4 - Compliance with Policies**

Volunteers must:

1. Read, understand, and comply with all Studio policies and guidelines;
2. Adhere to the Volunteer Code of Conduct at all times;
3. Follow safety protocols and procedures;
4. Respect intellectual property rights as outlined in applicable policies;
5. Comply with confidentiality and privacy requirements.

#### **Section 5.5 - Equipment and Resources**

Volunteers who receive Studio equipment, materials, or resources must:

1. Use them only for authorized Studio purposes;
2. Maintain equipment in good condition;
3. Report damage, loss, or malfunction promptly;
4. Return all equipment and materials upon request or cessation of service;
5. Reimburse the Studio for lost, stolen, or damaged property if due to negligence or misconduct.

## **ARTICLE VI: STUDIO RESPONSIBILITIES**

#### **Section 6.1 - Safe Environment**

The Studio will endeavor to:

1. Provide a safe, respectful, and inclusive volunteer environment;
2. Address safety hazards and concerns promptly;
3. Respond to reports of harassment, discrimination, or misconduct;
4. Provide necessary safety equipment and training when required;
5. Comply with applicable safety laws and regulations.

#### **Section 6.2 - Clear Communication**

The Studio will:

1. Provide clear instructions and expectations for volunteer activities;
2. Communicate changes to schedules, policies, or procedures;
3. Respond to volunteer questions and concerns in a timely manner;
4. Provide feedback on volunteer performance when appropriate;
5. Maintain open channels of communication.

#### **Section 6.3 - Supervision and Support**

The Studio will provide:

1. Appropriate supervision commensurate with volunteer roles and experience;
2. Access to Studio Leadership for guidance and support;
3. Resources and tools necessary to perform volunteer activities;
4. Recognition and appreciation for volunteer contributions;
5. Opportunities for skill development and growth where feasible.

#### **Section 6.4 - Privacy and Confidentiality**

The Studio will:

1. Protect volunteer personal information in accordance with the Privacy Policy;
2. Use volunteer information only for legitimate Studio purposes;
3. Maintain confidentiality of volunteer records and communications;
4. Comply with applicable data protection and privacy laws.

### **Section 6.5 - Non-Discrimination**

The Studio will:

1. Treat all volunteers fairly and without discrimination;
2. Provide equal volunteer opportunities regardless of protected characteristics;
3. Address complaints of discrimination or harassment seriously;
4. Foster an inclusive and welcoming environment.

## **ARTICLE VII: COMPENSATION AND EXPENSES**

### **Section 7.1 - No Compensation**

Volunteers acknowledge and agree that:

1. Volunteer service is uncompensated and without expectation of payment;
2. No wages, salary, stipend, or other monetary compensation will be provided;
3. No employee benefits are provided or implied;
4. Volunteer service is performed willingly and voluntarily;
5. Time contributed is donated freely without obligation of reimbursement.

### **Section 7.2 - Expense Reimbursement**

**General Policy:** Volunteers are generally not reimbursed for expenses incurred during volunteer service.

Exceptions: In limited circumstances and with prior written approval from Studio Leadership, the Studio may reimburse documented, reasonable, and necessary expenses directly related to approved volunteer activities, such as:

1. Pre-approved travel expenses for specific events;
2. Materials or supplies purchased with prior authorization;
3. Other expenses explicitly approved in writing in advance.

### **Reimbursement Process:**

1. Volunteers must obtain written pre-approval before incurring reimbursable expenses;
2. Volunteers must submit itemized receipts and expense documentation within thirty (30) days;
3. Reimbursement requests are subject to review and approval;
4. The Studio reserves the right to deny reimbursement for unauthorized expenses.

### **Section 7.3 - Tax Deductions**

While the Studio does not provide compensation, volunteers may be eligible for certain tax deductions for unreimbursed expenses related to volunteer service. Volunteers should consult with tax professionals regarding:

1. Deductibility of volunteer-related expenses;
2. Required documentation and substantiation;
3. Applicable limitations and requirements;
4. State and federal tax implications.

The Studio makes no representations regarding tax treatment of volunteer expenses and is not responsible for volunteers' tax obligations.

# **ARTICLE VIII: INTELLECTUAL PROPERTY**

## **Section 8.1 - Application of Policies**

All intellectual property matters related to volunteer service are governed by:

1. The Studio's Copyright & Intellectual Property Policy;
2. The Studio's Content Submission Policy;
3. These Volunteer Terms & Conditions.

## **Section 8.2 - Work Product Ownership**

Creative works, content, and materials produced by volunteers during volunteer service ("Work Product") are subject to the following:

1. Submissions: Content intended for publication or use by the Studio is governed by the Content Submission Policy and requires selection of a Rights Option (Full Rights Transfer or Co-Ownership);
2. Incidental Work Product: Administrative documents, communications, and other non-creative materials produced in the course of volunteer service are the property of the Studio;
3. Third-Party Materials: Volunteers must ensure they have necessary rights and permissions for any third-party materials incorporated into Work Product;
4. Attribution: Attribution for Work Product will be provided in accordance with the applicable Rights Option and Studio policies.

## **Section 8.3 - Use of Studio Intellectual Property**

Volunteers may use Studio trademarks, logos, and other intellectual property only:

1. As necessary to perform authorized volunteer activities;
2. In accordance with Studio brand guidelines;
3. With respect for Studio intellectual property rights;
4. Only during the term of volunteer service (unless otherwise authorized).

Upon cessation of volunteer service, volunteers must:

1. Cease use of Studio trademarks and branding;
2. Remove Studio logos and marks from personal materials;
3. Not represent themselves as current Studio volunteers.

# **ARTICLE IX: CONFIDENTIALITY**

## **Section 9.1 - Confidential Information**

During volunteer service, volunteers may have access to confidential information, including:

1. Personal information of volunteers, donors, beneficiaries, or stakeholders;
2. Financial information and records;
3. Strategic plans and internal deliberations;
4. Unpublished creative works;
5. Proprietary methods and processes;
6. Information designated as confidential by Studio Leadership.

## **Section 9.2 - Confidentiality Obligations**

Volunteers agree to:

1. Maintain strict confidentiality of all non-public information;
2. Not disclose confidential information to unauthorized persons;
3. Use confidential information only for authorized Studio purposes;
4. Protect confidential information from unauthorized access or disclosure;

5. Return or destroy confidential materials upon cessation of volunteer service.

### **Section 9.3 - Duration of Obligations**

Confidentiality obligations:

1. Begin upon access to confidential information;
2. Continue during volunteer service;
3. Survive termination of volunteer service indefinitely (or as specified by law);
4. Apply regardless of how volunteer service ends.

### **Section 9.4 - Exceptions**

Confidentiality obligations do not apply to:

1. Information that is or becomes publicly available through no fault of the volunteer;
2. Information lawfully obtained from third parties without confidentiality restrictions;
3. Information required to be disclosed by law or legal process;
4. Information disclosed with express written authorization from Studio Leadership.

## **ARTICLE X: LIABILITY AND INDEMNIFICATION**

### **Section 10.1 - Assumption of Risk**

Volunteers acknowledge and assume the risks associated with volunteer service, including but not limited to:

1. Physical injury or illness;
2. Property damage or loss;
3. Exposure to weather, travel, or environmental conditions;
4. Interaction with other volunteers, beneficiaries, or third parties;
5. Use of equipment, tools, or technology.

### **Section 10.2 - Waiver and Release**

To the fullest extent permitted by law, volunteers waive and release Eyden Villarreal, Eyden Studio, and all affiliated Projects from any and all claims, liabilities, damages, losses, costs, and expenses arising from or related to volunteer service, except for claims arising from gross negligence or willful misconduct of the Studio.

### **Section 10.3 - Volunteer Indemnification**

Volunteers agree to defend, indemnify, and hold harmless Eyden Villarreal, Eyden Studio, and all affiliated Projects from and against any claims, damages, liabilities, costs, and expenses (including attorney's fees) arising from:

1. The volunteer's negligence, misconduct, or violation of these Terms;
2. The volunteer's violation of third-party rights;
3. The volunteer's violation of applicable laws or regulations;
4. Personal injury or property damage caused by the volunteer's actions or omissions.

### **Section 10.4 - Insurance**

The Studio does not provide:

1. Health insurance or medical coverage for volunteers;
2. Liability insurance covering volunteers' personal actions;
3. Property insurance for volunteers' personal belongings;
4. Workers' compensation or disability coverage.

Volunteers are responsible for maintaining their own appropriate insurance coverage.

### **Section 10.5 - Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE STUDIO'S LIABILITY TO VOLUNTEERS FOR ANY CLAIMS ARISING FROM VOLUNTEER SERVICE SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00) IN THE AGGREGATE, REGARDLESS OF THE NATURE OR NUMBER OF CLAIMS.

### **Section 10.6 - Emergencies and Medical Treatment**

In the event of a medical emergency, volunteers authorize the Studio to:

1. Seek emergency medical treatment on the volunteer's behalf;
2. Transport the volunteer to medical facilities;
3. Contact emergency contacts or family members;
4. Share medical information necessary for treatment.

Volunteers are responsible for all costs associated with medical treatment.

## **ARTICLE XI: TERMINATION OF VOLUNTEER SERVICE**

### **Section 11.1 - Voluntary Resignation**

Volunteers may resign at any time by:

1. Providing written notice to Studio Leadership (email acceptable);
2. Returning all Studio property, equipment, and confidential materials;
3. Completing or transferring any ongoing assignments (when feasible);
4. Participating in exit procedures if requested.

Recommended Notice Period: While not required, volunteers are encouraged to provide at least two (2) weeks' notice to allow for transition planning.

### **Section 11.2 - Termination by Studio**

The Studio may terminate volunteer service at any time, with or without cause or notice, for reasons including but not limited to:

1. Violation of these Terms or other Studio policies;
2. Misconduct or unprofessional behavior;
3. Inability to perform volunteer duties satisfactorily;
4. Changes in Studio needs or priorities;
5. Safety concerns;
6. Loss of trust or confidence;
7. Any reason or no reason (at-will relationship).

### **Section 11.3 - Immediate Termination**

The Studio reserves the right to terminate volunteer service immediately without notice in cases involving:

1. Serious misconduct or policy violations;
2. Threats to safety or security;
3. Criminal activity;
4. Gross negligence or willful misconduct;
5. Breach of confidentiality;
6. Any behavior warranting immediate action.

### **Section 11.4 - Effect of Termination**

Upon termination of volunteer service:

1. All volunteer privileges and access are immediately revoked;
2. Volunteers must return all Studio property and materials;
3. Confidentiality obligations continue indefinitely;
4. Volunteers must cease representing themselves as Studio volunteers;

5. Volunteers must cease use of Studio trademarks and branding;
6. Intellectual property rights granted to the Studio remain in effect.

### **Section 11.5 - No Reinstatement Rights**

Termination of volunteer service does not:

1. Create any right to appeal or grievance (beyond procedures in the Code of Conduct);
2. Entitle volunteers to explanations or justifications;
3. Guarantee future volunteer opportunities;
4. Create any continuing obligations on the part of the Studio.

## **ARTICLE XII: PRIVACY AND DATA PROTECTION**

### **Section 12.1 - Application of Privacy Policy**

Collection, use, and protection of volunteer personal information are governed by the Studio's Privacy Policy, which is incorporated herein by reference.

### **Section 12.2 - Information Collected**

The Studio may collect volunteer information including:

1. Contact information (name, email, phone, address);
2. Age and date of birth (for age verification);
3. Emergency contact information;
4. Parental consent documentation (for minor volunteers);
5. Background check results (when applicable);
6. Skills, interests, and availability;
7. Volunteer activity records and attendance;
8. Performance evaluations and feedback.

### **Section 12.3 - Use of Information**

Volunteer information is used for:

1. Volunteer management and coordination;
2. Communication regarding volunteer activities;
3. Safety and emergency purposes;
4. Compliance with legal requirements;
5. Recognition and appreciation programs;
6. Improvement of volunteer programs.

### **Section 12.4 - Data Retention**

Volunteer records are retained:

1. For the duration of volunteer service;
2. For a reasonable period after cessation of service for record-keeping purposes;
3. As required by law or legal obligations.

### **Section 12.5 - Rights of Volunteers**

Volunteers have the right to:

1. Access their personal information held by the Studio;
2. Request correction of inaccurate information;
3. Request deletion of information (subject to legal retention requirements);
4. Opt out of non-essential communications.

## **ARTICLE XIII: SPECIAL PROVISIONS FOR MINOR VOLUNTEERS**

### **Section 13.1 - Additional Requirements**

Minor volunteers (under 18) are subject to:

1. Mandatory parental consent;
2. Enhanced supervision and monitoring;
3. Communication monitoring for safety purposes;
4. Age-appropriate activity assignments;
5. Additional safety protocols;
6. Parental notification of significant issues or concerns.

### **Section 13.2 - Parental Rights and Responsibilities**

Parents or legal guardians of minor volunteers:

1. Must provide informed consent for volunteer participation;
2. May review communications and activities;
3. May impose additional restrictions or limitations;
4. May withdraw consent and terminate volunteer service at any time;
5. Are responsible for transportation to and from volunteer activities;
6. Must be available for emergency contact purposes.

### **Section 13.3 - Studio Obligations for Minors**

The Studio will:

1. Monitor all communications with minor volunteers for safety;
2. Ensure age-appropriate assignments and activities;
3. Provide enhanced supervision and oversight;
4. Notify parents of any safety concerns or incidents;
5. Comply with all applicable child protection laws.

### **Section 13.4 - Reference to Minor Volunteer Policy**

Additional provisions specific to minor volunteers are detailed in the Studio's Minor Volunteer Policy, which is incorporated herein by reference and should be reviewed by all minor volunteers and their parents/guardians.

## **ARTICLE XIV: DISPUTE RESOLUTION**

### **Section 14.1 - Informal Resolution**

Volunteers are encouraged to resolve disputes or concerns informally through:

1. Direct communication with Studio Leadership;
2. Good-faith negotiation and discussion;
3. Mediation or collaborative problem-solving.

### **Section 14.2 - Formal Grievances**

Volunteers who are unable to resolve issues informally may submit written grievances to [vrden@eyden.org](mailto:vrden@eyden.org), following the procedures outlined in the Volunteer Code of Conduct.

### **Section 14.3 - Governing Law**

These Terms are governed by the laws of the State of Texas and the United States of America, without regard to conflict of law principles.

### **Section 14.4 - Jurisdiction and Venue**

Any legal proceedings arising from these Terms shall be brought exclusively in the courts of Cameron County, Texas. Volunteers consent to personal jurisdiction in these courts.

### **Section 14.5 - Waiver of Jury Trial**

To the extent permitted by law, volunteers waive any right to a jury trial in any proceeding arising from these Terms.

### **Section 14.6 - Attorney's Fees**

In any legal proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

## **ARTICLE XV: GENERAL PROVISIONS**

### **Section 15.1 - Entire Agreement**

These Terms, together with the Volunteer Code of Conduct, Minor Volunteer Policy, Privacy Policy, Copyright & Intellectual Property Policy, Content Submission Policy, and other incorporated documents, constitute the entire agreement regarding volunteer service.

### **Section 15.2 - Modifications**

The Studio reserves the right to modify these Terms at any time. Modifications become effective immediately upon posting or notification to volunteers. Continued volunteer service following modification constitutes acceptance of modified Terms.

### **Section 15.3 - Severability**

If any provision of these Terms is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

### **Section 15.4 - Waiver**

The Studio's failure to enforce any provision of these Terms does not constitute a waiver of that provision or the right to enforce it in the future.

### **Section 15.5 - Assignment**

Volunteers may not assign or transfer their rights or obligations under these Terms. The Studio may assign these Terms without restriction.

### **Section 15.6 - Headings**

Headings are for convenience only and do not affect interpretation of these Terms.

### **Section 15.7 - Notices**

Notices to volunteers will be provided via email or posting on the Studio website. Notices to the Studio should be sent to [vrd@eyden.org](mailto:vrd@eyden.org).

## **ARTICLE XVI: ACKNOWLEDGMENT AND AGREEMENT**

### **Section 16.1 - Volunteer Acknowledgment**

By volunteering with Eyden Studio, volunteers acknowledge that they:

1. Have read and understand these Terms;
2. Agree to be bound by all provisions herein;
3. Understand the voluntary, uncompensated nature of service;
4. Accept the at-will relationship;
5. Assume risks associated with volunteer service;
6. Have had opportunity to ask questions and seek clarification;
7. Enter into volunteer service willingly and voluntarily.

### **Section 16.2 - Parental Acknowledgment (for Minor Volunteers)**

Parents or legal guardians of minor volunteers acknowledge that they:

1. Have reviewed and understand these Terms;
2. Consent to their child's participation in volunteer service;
3. Understand the nature and scope of volunteer activities;
4. Accept responsibility for their child's actions during volunteer service;
5. Agree to the monitoring and supervision provisions;
6. Understand their rights and the Studio's policies regarding minor volunteers.

## **ARTICLE XVII: CONTACT INFORMATION**

For questions regarding these Terms or volunteer service, please contact:

Eyden Studio  
Volunteer Coordination  
5715 Houston Rd  
Brownsville, Texas 78521  
United States of America

Email: [legal@eyden.org](mailto:legal@eyden.org) or [vrd@eyden.org](mailto:vrd@eyden.org)

Telephone: +1 (346) 613-0833

**Notice:** *The above address is a residential address provided solely for legal compliance and official correspondence. In-person visits are not permitted. Unauthorized visits or trespassing will be reported to law enforcement.*

### **Entity Disclaimer:**

*Eyden Studio is not a formal organization, business, or registered entity. It represents the personal creative portfolio of Eyden Villarreal, a student, and serves as the credit name for independent projects, writings, designs, and other creative works. References to "we," "our," or "the studio" are for branding purposes only and do not indicate a legal entity. All rights reserved.*

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