

Volunteer Confidentiality, Release & Waiver of Liability, and Photo Release Agreement (Adult)

Please sign and date as indicated. Return completed forms to ALSF Manager.

Full Name: _____

Date of Birth: _____

Address: _____

Phone Number(s): _____

Email Address: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

IN CONSIDERATION of being permitted to participate and contribute in any way to the mission and activities of Alex's Lemonade Stand Foundation ("ALSF"), for myself and for any of my personal representatives, heirs, executors, administrators, successors, assigns, or next of kin, do hereby understand and agree to the following:

Voluntary Service. I understand and agree that the scope of my relationship with ALSF is limited to a volunteer position and that no compensation is earned or expected in return for services I have rendered on behalf of ALSF. Additionally, I understand and agree that ALSF will not provide any benefits traditionally associated with employment and that I am solely responsible for insurance that I may need to cover any illnesses or personal injury that may result from or arise during my volunteer relationship with ALSF.

Assumption of Risk. I understand that this document is a release and a waiver of liability for the benefit of ALSF, its affiliates, officers, directors, employees, volunteers and representatives and I am hereby knowingly and willingly assuming any potential risks and dangers to my personal safety and security. I further understand that my services to ALSF may include inherently risky activities including, but not limited to, driving, traveling, lifting loads greater than five pounds, or any other activity that may require significant physical effort. As a volunteer, I hereby expressly assume the risk of injury or harm in these activities regardless of whether they are caused by my own acts or omissions or the acts or omissions of ALSF, its representatives or any third parties.

Financial Responsibility and Insurance. I understand that ALSF does not assume any responsibility for or obligation to provide me with financial or other assistance and I hereby fully and voluntarily accept all responsibility for any losses, costs, and damages, including but not limited to legal costs, attorney fees, medical, health and disability benefits or insurance of any nature in the event of my injury, death or damage to my property. I expressly waive any claim for such losses, costs, and damages from ALSF or the Released Parties (defined below).

RELEASE OF LIABILITY. I RELEASE, DISCHARGE, AND HOLD HARMLESS ALSF, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES (HEREINAFTER COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, ACTIONS, OR CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION STATUTORY CLAIMS AND CLAIMS RELATING TO PERSONAL INJURY, PROPERTY DAMAGE, AND/OR WRONGFUL DEATH), WHICH I OR ANY OF MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, REPRESENTATIVES, OR ASSIGNS NOW HAVE OR MAY LATER HAVE, WHETHER KNOWN OR UNKNOWN, AND WHETHER ANTICIPATED OR UNANTICIPATED BY ME, AND EVEN IF CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES OR OTHERS, ARISING OUT OF OR IN ANY WAY RELATING TO MY VOLUNTEER SERVICE FOR ALSF OR MY PARTICIPATION IN ANY OF ITS ACTIVITIES (HEREINAFTER COLLECTIVELY AS "CLAIMS").

Indemnification. I agree to indemnify, save, and hold harmless ALSF and Released Parties from any litigation expenses, attorney fees, loss, liability, damage, or any other cost which they may incur as a result of any claim arising from my acts or omissions.

Initial: _____

Confidentiality. The nature of my volunteer work with ALSF requires that I come into contact with numerous people and communications that contain very personal and confidential information. Information that I gain from volunteering at ALSF including, but not limited to, medical information, donor names, donor amounts, addresses, telephone numbers and e-mail addresses of supporters, staff, volunteers, grantees and board members must be kept strictly confidential.

Of course, I can share/discuss such information as is necessary as part of my volunteer task among other volunteers and staff at ALSF; however, any dissemination of confidential information outside the event or to other parties may only be made with expressed, written permission of the donor (or third party) and consent by ALSF's Executive Directors.

Notice of Immunity under the Defend Trade Secrets Act of 2016. Notwithstanding any other provision of this Agreement, you understand that you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. You further understand that if you file a lawsuit for retaliation by ALSF for reporting a suspected violation of law, you may disclose the ALSF's trade secrets to your attorney and use the trade secret information in the court proceeding if you: (a) file any document containing the trade secret under seal; and (b) do not disclose the trade secret, except pursuant to court order.

Photographic Release: I hereby grant ALSF the irrevocable right and permission, in connection with the photo or video images that are taken of me, or in which I may be included with others, the following: (a) the right to use and reuse, in any manner, said images, in whole or in part, modified or altered, either by themselves or in conjunction with other images, in any medium or form of distribution, and for any purposes whatsoever, including, but not limited to, all educational, media and fundraising uses, and other legitimate business purposes, as well as using my name in connection therewith, if ALSF so desires; and (b) the right to copyright said images in ALSF's name.

I waive the right to inspect or approve any use thereof. I further understand that I will not receive any compensation, monetary or otherwise, in exchange for my consent to have my image captured, and that I will not receive any compensation for ALSF's use, release or distribution of my image.

Political and Commercial Activity. As a nonprofit charitable organization, ALSF may not engage in political campaign intervention. ALSF takes no position with respect to the political activity of volunteers when they are off duty. I understand that volunteers participating in political activity are prohibited from using ALSF's name or position in connection with any political or commercial activity, except as specifically authorized by ALSF. ALSF volunteers are also prohibited from using ALSF properties, operations, supplies, stationery, equipment, office space, or other services for the furtherance of any political or commercial activity not specifically authorized by ALSF.

Severability. Should any portion of this Agreement be judicially determined to be invalid, voidable, or unenforceable, in whole or in part, for any reason, such portion of this Agreement shall be severable from the remaining portions hereof and the invalidity, voidability, or unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provisions of this Agreement, which shall continue in full force and effect.

Agreement and Signature

I understand that this is a legal document. I have the opportunity to seek independent legal advice before signing this Agreement.

I acknowledge that I have completely read and fully understand the terms of this Agreement, that I have been provided with a reasonable amount of time to review and consider this Agreement, that I have signed it freely, that I am not relying on any statements or representations or assurance of any nature by ALSF or any person, and that I am agreeing to the terms of this Agreement by my signature below.

Initial: _____

Signature: _____

Print Full Name: _____

Date: _____

Initial: _____