

Parental Consent, Release & Waiver of Liability, and Photo Release Agreement For Volunteers Under 18 Years Of Age

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

Dear Parent or Guardian:

In order for your child to volunteer at Alex's Lemonade Stand Foundation ("ALSF"), we need your consent and involvement in helping your child have a productive and safe experience. Please carefully read and sign this Consent and Release & Waiver of Liability Agreement. By signing this Agreement you hereby agree to permit your child/children to participate as a volunteer at ALSF on the terms set forth herein.

If you have any questions or would like further information, please call us at 610-649-3034, or email c.westfahl@alexslemonade.org

Name of minor volunteer: _____

Birth Date: _____

Name of Parent or Guardian: _____

Relationship to minor volunteer: _____

Phone Number(s): _____

Email Address: _____

Address: _____

City/State _____ Zip Code _____

School _____ Grade _____

Student's Telephone No. _____

Physician's Name: _____

Physician's Telephone No. _____

Physician's Address: _____

PERSON TO BE NOTIFIED IN CASE OF AN EMERGENCY: _____

Name _____

Relationship to Child _____

Phone: Home _____ Cell _____

Initial: _____

In connection with and consideration of my child's ("the Minor") volunteer participation with ALSF, I, on behalf of my child and myself, my heir(s), personal representative(s), executor(s), administrator(s), successor(s), and assign(s), hereby represent and agree as follows:

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

I understand that the Minor will be provided with the orientation and training necessary, and as needed, for the safe and responsible performance of the duties assigned. The Minor will be expected to meet all the requirements of the position, including attendance and adherence to ALSF policies and procedures.

Financial Responsibility and Insurance: I understand that ALSF does not assume any responsibility for or obligation to provide me or the Minor 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 treatment, first aid, or transportation to a hospital or medical facility, health and disability benefits or insurance of any nature in the event of the Minor's illness, injury, death or damage to my or the Minor's property. I expressly waive any claim (by me or the Minor) for such losses, costs, and damages from ALSF or the Released Parties (defined below).

Should the Minor require emergency medical treatment as a result of activities associated with the Minor's participation as a volunteer, I consent to any such treatment, first aid and/or transportation that may be provided to the Minor, and understand that ALSF will not be responsible for any costs associated with any of the foregoing.

I authorize the release of educational recommendations from my child's school to the ALSF office.

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 the Minor's personal safety and security. I further understand that the Minor's 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. I hereby expressly assume the risk of injury or harm to Minor in these activities regardless of whether they are caused by my or the Minor's own acts or omissions or the acts or omissions of ALSF, its representatives or any third parties.

I understand that as a volunteer with ALSF, my child may be provided food and it is the responsibility of my child to ask about ingredients in all food he/she chooses to ingest, and I have discussed this responsibility with him/her.

RELEASE OF LIABILITY. I RELEASE, DISCHARGE, AND HOLD HARMLESS ALSF, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES (HEREINAFTER COLLECTIVELY THE

Initial: _____

“RELEASED PARTIES”) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, ACTIONS, OR CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION STATUTORY CLAIMS RELATING TO PERSONAL INJURY, PROPERTY DAMAGE, AND/OR WRONGFUL DEATH), WHICH I, THE MINOR OR ANY OF MY OR THE MINOR’S 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 THE MINOR’S VOLUNTEER SERVICE FOR ALSF OR THE MINOR’S 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 or the Minor’s acts or omissions.

Photographic Release: I hereby grant ALSF the irrevocable right and permission, in connection with the photo or video images that are taken of the Minor, or in which the Minor 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 the Minor’s 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 neither I nor the Minor will receive any compensation, monetary or otherwise, in exchange for my consent to have the Minor’s image captured, and that neither I nor the Minor will receive any compensation for ALSF’s use, release or distribution of the Minor’s image.

Please check box if you do not consent to this statement. This box, if left unchecked, means that you do consent to any publications or media release. Note: The statement regarding the publishing or releasing to the media of your child’s photograph does not hinder the process of your child from becoming a volunteer for ALSF.

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

Initial: _____

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.

I represent and warrant that I am the parent or guardian of the Minor and I am legally authorized to execute this Consent, Release & Waiver of Liability on my own behalf and on behalf of the Minor.

Signature: _____

Print Full Name: _____

Date: _____

Initial: _____