



VOLUNTEER WAIVER AND RELEASE

This is a legally binding agreement with Cradles to Crayons, Inc., a Massachusetts nonprofit corporation and tax-exempt public charity ("Cradles to Crayons"). By checking the associated "I agree" box or otherwise signifying my agreement or consent hereto, in consideration for the acceptance of my participation as a volunteer for Cradles to Crayons, I hereby agree to all terms and conditions of this Volunteer Waiver and Release as follows:

1. **Rules; No Compensation.** I agree to abide by all rules and regulations of Cradles to Crayons regarding safety and use of any and all equipment and facilities. I agree not to consume drugs or alcoholic beverages during volunteer activities. I agree to leave the premises if asked by a Cradles to Crayons staff member for any reason, including for non-compliance with section 3, below. Further, I agree to leave and/or immediately cease my volunteer activities if suspected to be under the influence of drugs or alcohol. The only exception to this rule is if alcohol is served at a Cradles to Crayons sanctioned event and then I agree to limit my consumption, so I am not under the influence at any time. I understand that the scope of my relationship with Cradles to Crayons is limited to a volunteer position and that no compensation is expected in return for services provided by me and that Cradles to Crayons does not and will not provide for me any benefits traditionally associated with employment.
2. **Liability Release.** I have volunteered my time and services because I support Cradles to Crayons and desire to participate actively in furthering its charitable purpose. I understand that my activities as a volunteer may entail a risk of injury to my person and/or damage to my property and that I may be exposed to hazards including, but not limited to, hazards associated with manual labor, working in and around a warehouse (including working in proximity to heavy machinery), transportation to and from different locations and working in an environment that may be hot, cold or dusty. In connection with my service as a volunteer for Cradles to Crayons, I expressly and specifically assume the risk of resulting injury, illness, death or property damage. I, for myself and anyone entitled to act on my behalf, hereby waive, release, discharge and agree to hold harmless Cradles to Crayons, its directors, officers, employees, volunteers, agents, successors and assigns from all liabilities, claims, suits, demands and actions, either in law or equity, for injuries sustained to my person and/or damage to my property of any kind arising from or related to my service as a volunteer for Cradles to Crayons, even where caused by the negligence of Cradles to Crayons.
3. **COVID-19 Acknowledgement.** : I am aware that I must follow the safety and hygiene protocols that have been implemented by Cradles to Crayons which are clearly posted throughout the Giving Factory. I agree that I will cancel my shift before arriving at the volunteer project site if: (i) I have been diagnosed with COVID-19 and have not yet been cleared as non-contagious by state or local public health authorities; (ii) I have been exposed to a person with a confirmed or suspected case of COVID-19 in the past 14 days; or (iii) I am experiencing symptoms of illness such as a fever, cough, or shortness of breath.
4. **Media Release.** I understand that Cradles to Crayons may take photographs and/or video or digital recordings of me, which may be edited in Cradles to Crayons' sole discretion, while I am engaged in volunteer activities for Cradles to Crayons. I hereby grant to Cradles to Crayons, its licensees, successors and assigns, all rights of every kind whatsoever, royalty-free, irrevocable and in perpetuity, to use, copy, publish, display and copyright my likeness, voice, picture, portrait or other depictions of me, my name and biographical or other information, and any testimonial or quote I may provide (collectively, "Content"), in any manner or media whatsoever now known or hereafter developed, throughout the world (including, but not limited to, publicity and fundraising campaigns). I, for myself and anyone entitled to act on my behalf, further hereby waive, release, discharge and agree to hold harmless Cradles to Crayons, its directors, officers, employees, volunteers, agents, successors, assigns and licensees from and against any and all liabilities, claims, suits, demands and actions, either in law or equity, arising from or related to any use of (including any action described above with respect to) Content.
4. **Minors.** If I am the parent, guardian or chaperone of a minor who is serving as a volunteer for Cradles to Crayons, I hereby agree to this Volunteer Waiver and Release on behalf of myself and such minor, confirm that I

have authority to do so, and agree to take full responsibility for such minor. I further agree that such minor is mature enough to act appropriately while volunteering.

5. Groups. If I am coordinating, facilitating or leading a group of individuals who will serve as volunteers for Cradles to Crayons, then with respect to any such individual who does not directly agree hereto, I hereby agree to this Volunteer Waiver and Release on behalf of myself (and my employer or any organization on whose behalf I am acting in such coordination, facilitation, or leadership) and such individual, confirm that I have authority to do so, and agree to take full responsibility for such individual.

6. Miscellaneous. This Volunteer Waiver and Release constitutes the entire understanding between Cradles to Crayons and me and may not be modified or amended in any way except by written agreement signed by both Cradles to Crayons and me. This Volunteer Waiver and Release shall be governed and interpreted in accordance with the laws of The Commonwealth of Massachusetts, without regard to its conflicts of laws principles.

Name of Youth (please print legibly):

First: _____ **Last:** _____ **Date of Birth (MM/DD/YY):** _____

Name of Parent/Guardian (print): _____

Signature of Parent/Guardian: _____ **Today's Date:** _____

Parent/Guardian Cell: _____ **Email:** _____