

THIS IS A WAIVER OF CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.
READ CAREFULLY BEFORE SIGNING.

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT
(the "Agreement").

HOPE, Inc. – Volunteer Form – Effective activity calendar year (annually 9/1~8/31)

The **Volunteer** identified below, who is at least 18 years old, or if Volunteer is younger than 18 ("Minor"), the Minor's parent or legal guardian, has read this Agreement and has signed it on behalf of him/herself and the Minor, if applicable. The adult Volunteer or the Minor's parent or legal guardian, is referred to herein as "Adult", and Adult and the Minor are collectively referred to as the "Undersigned". "Volunteer" refers to the person actually taking part in some or all of the HOPE, Inc., volunteer activities which include but are not limited to assisting with, preparing for or tearing down a venue, as well as participating in the administration, staging, monitoring, and/or governance of an activity, competing in an event, assisting participants with preparing and training for and competing in an event, Volunteer's own participation in any of the activities offered or conducted by HOPE, Inc. **The Undersigned understand and agree that Volunteer will not be permitted to take part in any Activity unless this Agreement is fully executed.**

UNDERSIGNED UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY VOLUNTEER ENGAGES IN ANY ACTIVITY WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN WRITING, SIGNED BY HOPE, INC.'S AUTHORIZED REPRESENTATIVE.

The Undersigned understand and agree that Volunteer is not an employee of HOPE, Inc., regardless of any non-cash remuneration for time and services which he/she may receive. **The Undersigned understand and agree that as a Volunteer, VOLUNTEER IS NOT COVERED BY WORKERS' COMPENSATION and Volunteer has been advised to have his/her own medical insurance coverage.**

THE UNDERSIGNED IS AWARE AND UNDERSTANDS THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. THE UNDERSTIGNED ACKNOWLEDGESTHAT ANY INJURIES THAT VOLUNTEER SUSTAINS MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF HOPE, INC., INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF HOPE, INC. NOTWITHSTANDING THE RISK, THE UNDERSIGNED ACKNOWLEDGES THAT VOLUNTEER IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND THE UNDERSIGNED HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE, ARISING FROM PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF HOPE, INC., OR ITS AGENTS OR EMPLOYEES.

In consideration for participation in an Activity, Adult agrees for him/herself and on behalf of Minor, if applicable, expressly waives and releases any and all claims, now known or hereafter known, against HOPE, Inc., and its officers, directors, managers, employees, other volunteers, agents, representatives, affiliates, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to the Volunteer's engagement in the Activity, whether arising out of the ordinary negligence of HOPE, INC., its agents or employees, or any Releasees or otherwise. The Undersigned covenants not to make or bring any such claim against HOPE, Inc., or any other Releasee, and forever release and discharge HOPE, Inc. and all other Releasees from liability under such claims.

Undersigned recognize that injuries are a common and ordinary occurrence of participation in the Activities, and that death may even result. Nonetheless and with full knowledge and understanding of the above general and specifically identified risks involved in the various activities, Adult voluntarily elects to, or, if applicable, chooses to allow Minor to participate in the Activities. Volunteer will, to the extent possible, follow carefully all instructions on the safe and proper use of the equipment and will ask questions and request instructions so that the function and proper and safe use of all equipment rented or otherwise made available to Volunteer is clear to and understood by the Adult or Minor so that such may be explained to and, to the extent reasonably possible, understood by the Volunteer before the Activity is undertaken. **Undersigned understand and agree that helmets cannot guarantee the wearers safety nor can protect against all potential head injuries or prevent injury to the face, neck or spinal cord.** Undersigned accept for use any equipment provided to Volunteer "AS IS" and accept full responsibility for its care and will pay for any loss or damage, other than reasonable wear resulting from its use.

Undersigned agree to accept "as is" the equipment provided to Volunteer and accept full responsibility for its care and will pay for any loss or damage, other than reasonable wear resulting from its use. The Undersigned acknowledge and agree that he/she is responsible for determining Volunteer's medical, physical or other qualifications or suitability for participating in the Activity. The Undersigned authorize any Indemnified Party and/or their authorized personnel to call for medical care for the Volunteer or to transport the Volunteer to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. The Undersigned agree that upon arrival of medical personnel or, where applicable, Volunteer's transportation to any such medical facility or hospital that Indemnified Party shall have no further responsibility for Volunteer. Further, the Undersigned agree to pay all costs associated with such medical care and related transportation provided for Volunteer and shall indemnify and hold harmless any Indemnified Party for any costs incurred therein, or any claims originating therefrom.

Undersigned give HOPE, INC., permission to take and use photographs, video and audio recordings, or movies of Volunteer taken during an Activity for any purpose in promoting HOPE, INC., or related activities of HOPE, INC., in print, brochures, advertisements, social media, films or videos and on broadcast presentations of any sort.

In consideration for participation in an Activity, Adult agrees for him/herself and on behalf of the Minor, if applicable, that ALL claims arising from or related to any Activity, including for injury to person or property and/or death shall be GOVERNED BY MINNESOTA LAW, without regard to conflicts of law principles, and that EXCLUSIVE JURISDICTION shall be in the CLAY COUNTY District Court or in Federal Court for the District of Minnesota. **UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.**

Volunteer agrees that that he/she will, abide by the rules, policies, and regulations of HOPE, INC., and to follow instruction and direction from HOPE, INC., staff. The Rules of HOPE, INC., are found on the HOPE, INC., website and are maintained to ensure currency. Volunteer must comply with all rules, policies, and regulations of HOPE, Inc., or they will be subject to discipline up to and including expulsion from the Activities.

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. **THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF MINOR AND THAT MINOR WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF MINOR, MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITIES.** This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Executed this _____ day of _____, 202_____ for Calendar year 202_____ (Active 9/1~8/31 Annually)

PRINT Name of Volunteer

Signature of Volunteer

Address of Volunteer

Age of Volunteer

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Emergency Contact: _____ Telephone Number (_____) _____