

# BEST DAY FOUNDATION VOLUNTEER WAIVER - DESCRIPTION OF DUTIES

NAME OF VOLUNTEER: \_\_\_\_\_

AGE OF VOLUNTEER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

In consideration of being allowed to participate and/or volunteer in any way in **Best Day Foundation's, Inc.**, (BDF) programs, related events, and activities, I and/or the minor participant, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, the undersigned:

1. Agree to follow the procedures and best practices introduced in the volunteer training I received as a volunteer prior to, and during, the Best Day Activities which are also freely accessible on the Best Day Foundation website.
2. Acknowledge and fully understand that while acting as a volunteer for Best Day Foundation, whether at a fundraising event or during beach and water based activities, that I am a representative of Best Day Foundation. As such, I hereby agree to use my best judgement at all times while acting as a volunteer for Best Day Foundation, and further *agree to place the interests of the organization and the children it serves above all else, and demonstrate compassion and understanding when educating others regarding same.*
3. Agree that prior to participating, I will inspect, or if a minor volunteer, the parent and/or legal guardian will inspect, the facilities and equipment to be used, and if I believe, to the best of my ability, that anything is unsafe *or I and/or the minor volunteer are unable to perform the tasks required of me*, I and/or the minor volunteer will immediately advise Best Day Foundation, Inc. of such condition(s) and ask to be reassigned or refuse to participate.
4. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.
5. Release, waive, discharge and covenant not to sue **Best Day Foundation, Inc.**, its affiliates, their representative administrators, directors, agents, and other employees of the organization, other participants, volunteers, sponsoring agencies, sponsors, advertisers, their heirs, and if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
6. Authorize and give my full consent to **Best Day Foundation, Inc.** to copyright and/or publish any and all photographs, videotapes and/or film in which I appear without limitations or reservations.

**I /WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I /WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.**

X \_\_\_\_\_  
**Volunteer's Name, Date & Signature (PLEASE PRINT CLEARLY)  
FOR VOLUNTEERS UNDER THE AGE OF 18**

This is to certify that I, as parent/guardian with legal responsibility for this volunteer, do consent and agree to his/her release as provided above of the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE.**

X \_\_\_\_\_  
**Parent's Name, Date & Signature (PLEASE PRINT CLEARLY)**