



AGREEMENT, WAIVER AND RELEASE

This is a legally binding release to Cradles to Crayons, Inc., a Massachusetts nonprofit corporation and tax-exempt public charity (“Cradles to Crayons”).

I, _____, give to Cradles to Crayons, Inc., its legal representatives, successors, agents, assigns, and all persons or corporations acting with its permission, the rights granted in this agreement, and state as follows:

1. **Rules.** I agree to abide by all rules and regulations of Cradles to Crayons regarding safety and use of any and all equipment. I agree not to consume drugs or alcoholic beverages during volunteer activities and agree to leave the premises and/or immediately cease my volunteer activities, if suspected to be under the influence of same.
2. **Waiver and 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 physical injury 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), and transportation to and from different locations. I hereby expressly and specifically assume the risk of any injury or harm in the activities and release Cradles to Crayons from all liability for any resulting injury, illness, death, or property damage.

In consideration for the acceptance of my participation as a volunteer for the organization, and because suing Cradles to Crayons is contrary to my intent to support the organization, I, for myself and anyone entitled to act on my behalf, waive and release Cradles to Crayons, its officers, directors, employees, volunteers or agents, from all claims or liabilities, of any kind whatsoever, arising at any time out of, or in any way related to, my service as a volunteer for Cradles to Crayons.

3. **Media Release.** I understand that Cradles to Crayons may take photographs and/or video or digital recordings, which may be edited in Cradles to Crayons’ sole discretion, of me while I am engaged in volunteer activities for, with and on behalf of Cradles to Crayons, (collectively, “Pictures”). In consideration of my appearance in such Pictures and without any further consideration from Cradles to Crayons, I hereby give my permission for the use of my name, likeness and voice in connection with such Pictures in any and all manner and media throughout the world in perpetuity (including, but not limited to, publicity and fundraising campaigns). I further release Cradles to Crayons, its directors, officers, agents, employees, volunteers, licensees, and assigns from and against any and all claim or any other cause of action arising out of any use or reproductions of such Pictures.

I have read this entire Agreement, Waiver and Release, I fully understand it and agree to be legally bound by it.

Parent and/or Legal Guardian (if volunteer is under 18)

Signature _____ Date (mm/dd/yyyy) _____

Your name (print) _____

Minor’s name _____

Your relationship to minor _____

Home address _____ City, State, Zip Code _____

Email address _____

Home phone number _____ Cell phone number _____

Volunteer

Signature _____ Date (mm/dd/yyyy) _____

Your name (print) _____

Home address _____ City, State, Zip Code _____

Email address _____

Home phone number _____ Cell phone number _____

Emergency contact name _____ Emergency contact number _____