



Volunteer Release and Waiver of Liability

By signing this Volunteer Release and Waiver of Liability (“Release”), I, the volunteer (or volunteer’s legal guardian, if under 18), acknowledge and confirm my full understanding and agreement to the following:

Whereas, “Volunteer” shall mean the adult identified herein who is 18 years of age or older and/or each person identified herein who is under the age of 18 for which the adult identified herein is the legal parent or guardian (“Parent/Guardian”), who is providing volunteer services and/or engaging in activities related to serving as a volunteer;

Whereas, “KINF” shall mean Kids In Need Foundation, a not-for-profit corporation organized and existing under the laws of the State of Minnesota, and its directors, officers, employees, agents successors and assigns;

Whereas, the Volunteer desires to provide volunteer services for KINF, to support its mission to serve under-resourced teachers and students, and to engage in activities related to serving as a volunteer;

Whereas, Volunteer understands and agrees that the scope of Volunteer’s relationship with KINF is strictly limited to a volunteer position and that no compensation of any kind is expected in return for services provided by Volunteer; that KINF will not provide any benefits traditionally associated with employment to Volunteer; that Volunteer is responsible for their own insurance coverage in the event of personal injury or illness as a result of Volunteer’s services to KINF;

1. Waiver and Release: Volunteer, individually and on behalf of their heirs, successors, assigns and personal representatives, hereby releases and forever discharges and holds harmless KINF from any and all liability, claims, demands or expenses of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the services provided to KINF. Volunteer understands and acknowledges that this Release discharges KINF from any liability or claim that Volunteer may have against KINF with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services provided by Volunteer to KINF or occurring while Volunteer is providing volunteer services.

2. Insurance: Volunteer understands that KINF does not assume any responsibility for or obligation to provide Volunteer with financial or other assistance, including but not limited to medical, health, auto, home owners, or disability benefits or insurance. Volunteer expressly waives any such claim for compensation or liability on the part of KINF beyond what may be offered freely by KINF in the event of injury or medical expenses incurred by Volunteer.

3. Medical Conditions: Volunteer understands and agrees that they are solely responsible for knowing their own physical and mental condition and making their own decision about volunteering services for KINF and participating in KINF’s activities.

4. Medical Treatment: Volunteer authorizes KINF to provide first aid and to arrange for medical assistance, transportation, and emergency medical services for Volunteer in the event Volunteer is hurt or injured while volunteering. Volunteer understands that they are solely responsible for any costs or expenses related to the medical treatment and transport, and hereby releases and forever discharges KINF from any claim that may arise at any time as a result of any first-aid treatment or other medical services rendered in connection with an emergency related to providing volunteer services to KINF.

5. Assumption of Risk: Volunteer understands that the services provided to KINF may include activities that may be hazardous and inherently dangerous. Volunteer expressly assumes any and all risk of injury or harm from these activities and releases KINF from all liability.

6. Assignment of Work Product: Volunteer grants full rights to KINF for all reports, brochures, website content, photos, images, videos, or other any other materials or works they may create in the course of volunteer activities, and any intellectual property rights in or derivatives of such materials.

7. Photographic Release: Volunteer grants and conveys to KINF all rights, title, and interests in any and all photographs, images, video, or audio recordings of Volunteer or Volunteer's likeness or voice made by KINF in connection with providing volunteer services to KINF.

8. Policies and Safety Procedures: Volunteer agrees to comply with KINF's volunteer policies, safety rules, conduct expectations, and directions from KINF staff. Volunteer understands that KINF does not tolerate bullying, harassment, threatening behavior, or violence of any kind. Volunteer understands that noncompliance in any manner may result in termination of my volunteer status.

9. Other: Volunteer expressly agrees that this Release is intended to be as broad, inclusive and binding as permitted by the laws of the State of Minnesota and that this Release shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Volunteer agrees that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected. By signing below, or by electronically signing through the KINF website, Volunteer expresses their understanding of and intent to enter into this Release willingly and voluntarily.

Name of Volunteer or Parent/Guardian Signature of Volunteer or Parent/Guardian Date

Print names of any minors covered by this Release below: