

**BEST VOLUNTEER RELEASE AND WAIVER OF LIABILITY FORM
FOR CHARITABLE ORGANIZATIONS ONLY**

This Volunteer Release and Waiver of Liability Form (the "Release") is entered into and effective as of _____, 2023 by _____ ("Volunteer" or "I").

For valuable consideration, Volunteer agrees as follows:

1. PURPOSE: The purpose of this Agreement is to provide crowd management, event security services, and/or security guard services to BEST in exchange for BEST donating the hourly value of such Services to _____ ("Charity").
2. VOLUNTEER'S SERVICES: Volunteer agrees to donate his or her services to BEST as detailed below. These services shall include, but may not be limited to, the following: guest services and event security.
3. VOLUNTEER'S DUTIES: The Volunteer will comply with BEST's rules, regulations and applicable policies. The Volunteer acknowledges that some duties may require background inquiries such as criminal record checks. The Volunteer is not authorized to bind BEST to agreements with third parties.
4. VOLUNTEER NO COMPENSATION: Volunteer acknowledges and agrees that Volunteer's services shall be donated; and that Volunteer shall not be entitled to nor expect any present or future salary, wages, compensation or benefits for these voluntary services.
5. VOLUNTEER SUPERVISION; BACKGROUND CHECKS, DRUG TESTING AND TRAINING: Volunteer agrees to follow the supervision and direction of any BEST personnel, employee, or other volunteer, to whom Volunteer has been assigned to perform services, to participate in any requested criminal background checks, drug testing, and training required by BEST in order to perform the voluntary services.
6. VOLUNTEER NOT EMPLOYEE: Volunteer agrees that he/she will not be considered to be an employee of BEST, for any purposes while performing the voluntary services described above.
7. WAIVER AND RELEASE: I understand that the services may include activities that are hazardous. Volunteer hereby expressly assumes risk of injury or harm from these activities. Therefore, I release and hold harmless BEST Crowd Management and its affiliated companies and their successors and assigns from any and all liability, claims, and demands related to Volunteer's services. I understand and acknowledge that this Release discharges BEST Crowd Management and its affiliated companies and each of their directors, officers, employees, and agents from any liability or claim that Volunteer may have against BEST Crowd Management with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services Volunteer provides for BEST Crowd Management or occurring while providing volunteer services.
8. VOLUNTEER COOPERATION: Volunteer further agrees that Volunteer will fully cooperate with BEST and its agents and representatives in any investigation, lawsuit, arbitration, or any other legal or quasi-legal proceedings that arise from the matters covered by this Release. Volunteer further agrees to notify BEST immediately of any incident that occurs or may occur within the knowledge of the Volunteer, which gives rise to liability on the part of the Volunteer or BEST.
9. MISCELLANEOUS: As a volunteer, I expressly agree that This Agreement constitutes the entire understanding and agreement between the parties. This Agreement supersedes and replaces any and all prior and contemporaneous agreements, either oral or written, between the parties hereto with respect to the subject matter herein. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any alteration, modification or amendment of this Agreement must be in writing containing the signature of an authorized representative of each party. If any provision of this Agreement shall be deemed to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. This Agreement may not be assigned or

transferred without the other party's written consent, which will not be unreasonably withheld. This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Delaware without regard to its choice of law principles to the contrary.

SIGNATURE OF VOLUNTEER

PRINTED NAME OF VOLUNTEER

DATE: _____

VOLUNTEER ADDRESS:

Street Address

City State Zip Code