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

This Volunteer Release and Waiver of Liability Form (the "Release") is made effective as of \_\_\_\_\_\_, 2022 by \_\_\_\_\_\_ ("Volunteer" or "I").

A. Volunteer intends to donate certain services to Whelan Event Staffing Services, In ("BEST Crowd Management") for the benefit of the following charitable organization \_\_\_\_\_ ("Charity"); and

B. BEST agrees to accept the Volunteer's services and to donate the hourly value of such Services as detailed herein to the Charity.

For valuable consideration, Volunteer agrees as follows:

1. **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.

2. **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.

3. 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.

4. 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.

5. **Volunteer Not Employee**. Volunteer agrees that he/she will not be considered to be an employee of BEST, for any purposes while performing the above described voluntary services.

6. **Waiver and Release.** The Volunteer, releases and forever discharges and hold harmless BEST and its affiliated companies and their successors and assigns from any and all liability, claims, and demands of whatever kind of nature, known or unknown, contingent or otherwise, either in law or in equity, which arise or may hereafter arise from the Volunteer's services. Volunteer understands and acknowledges that this Release discharges BEST and its affiliated companies and each of their directors, officers, employees, and agents from any liability or claim that Volunteer may have against BEST with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services Volunteer provides for BEST or occurring while providing volunteer services.

7. **Assumption of Risk**. Volunteer understands that the services may include activities that may be hazardous. Volunteer hereby expressly assumes risk of injury or harm from these activities.

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 Release is intended to be as broad and inclusive as permitted by the laws of the State of \_\_\_\_\_\_ and that this Release shall be governed by and interpreted in accordance with the laws of the State of \_\_\_\_\_\_. This Release constitutes the entire agreement with respect to the subject matter, superseding all prior or contemporaneous agreements, and all promises or representations, written or oral. I agree 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, I express my understanding and intent to enter into this Release.

\_\_\_\_\_, DATE:\_\_\_\_\_

SIGNATURE OF VOLUNTEER

PRINTED NAME OF VOLUNTEER

VOLUNTEER ADDRESS