



Release & Waiver of Liability for Minors

Current Version: 3/13/2014

Next Revision Date: 12/2015

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

'This Release and Waiver of Liability (The Release) executed on this day of _____ 201____, by _____ a minor child (the "Volunteer"), and _____, the parent having legal custody and/or the legal guardian of the volunteer (the Guardian), in favor of The Dragonfly Foundation, a nonprofit corporation, its directors, officers, employees and agents (collectively, 'Dragonfly').

The Volunteer and Guardian desire that the minor child work as a volunteer for Dragonfly and engage in the activities related to being a volunteer (The "Activities"). The Volunteer and the Guardian understand that the Activities may include but are not limited to, volunteering at off site at events, working in Dragonfly offices, and working at offsite locations with other vendors.

The Volunteer and Guardian do hereby freely, voluntarily, and without duress execute this Release under the following terms:

Release and Waiver. Volunteer and Guardian do hereby release and forever discharge and hold harmless Dragonfly and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteers Activities with Dragonfly.

Volunteer and Guardian understand that this Release discharges Dragonfly from any liability or claim that the Volunteer or Guardian may have against Dragonfly with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Dragonfly whether caused by the negligence of Dragonfly or it's officers, directors, employees or agents, or otherwise. Volunteer and Guardian also understand that Dragonfly does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

It is the policy of Dragonfly that a child under the age of 16 must be accompanied by an adult. If a group of minors (w or more), under the age of 16 are volunteering together, they must provide a signed release and waiver of liability for minors and two adult chaperone for every 5 volunteers. Volunteers between the ages of 16-18 must provide a signed release and waiver of liability for minors.

Medical Treatment. Volunteer and Guardian do hereby release and forever discharge Dragonfly from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with Dragonfly or with the decision by any representative or agent of Dragonfly to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

Assumption of the Risk. The Volunteer and Guardian understand that, in some cases, Activities may include work that may be hazardous to the Volunteer, including, but not limited to working with animals, loading and unloading, and event booth management.

Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in these Activities and

release Dragonfly from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance. The Volunteer and Guardian understand that, except as otherwise agreed to by Dragonfly in writing, Dragonfly does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

Photographic release. Volunteer and Guardian do hereby grant and convey unto Dragonfly all right, title, and interest in any and all photographic images and video or audio recordings made by Dragonfly during the Volunteer's work for Dragonfly, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Other. Volunteer and Guardian expressly agree that this Release is not intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that this release shall be governed by and interpreted in accordance with the laws of the State of Ohio. Volunteer and Guardian agree that in the event that any clause or provision in the release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clauses or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Volunteer: _____

Parent/Guardian: _____

Address: _____

Phone: _____

Date: _____