

**VOLUNTEER RELEASE AND WAIVER AGREEMENT**

<b>Volunteer Name</b>			
<b>Volunteer Address</b>			
<b>City, State, Zip Code</b>			
<b>Organization Name</b>			
<b>Birth Date</b>			

In consideration of my desire to serve as a volunteer on behalf of the organization listed above (“Organization”) in connection with the Organization’s participation in the Hershey Entertainment Complex Volunteer Program, I hereby acknowledge, represent, warrant, and agree as follows:

1. I am an active, regular member and/or volunteer of the Organization.
2. I am 18 or older and represent and warrant that I do not have a criminal record containing any of the crimes set forth on **Schedule A**, which is attached to this Agreement. Yes \_\_\_\_\_ No\_\_\_\_\_
3. I agree to provide a valid photo identification card (e.g. driver’s license) upon the request of HE&R.
4. My services are provided strictly in a voluntary capacity as a member and/or volunteer of the Organization and not as an employee of Hershey Entertainment & Resorts Company (“HE&R”) for the sole purpose and benefit of raising funds for the Organization.
5. I acknowledge that I will not receive any compensation, reimbursement, or payment of any kind whatsoever from HE&R or the Organization for my services and no express or implied promise of compensation, reimbursement, or payment of any kind for my services has been made to me.
6. In the event the Organization has requested HE&R to deliver Hersheypark Admission Tickets directly to me, I acknowledge that those Hersheypark Admission Tickets are delivered to me by HE&R as a convenience to the Organization and will not constitute compensation or payment of any kind for my services.
7. My services are provided without any employment-type benefit, including, but not limited to, employment insurance programs or plans, worker’s compensation, unemployment compensation, vacations, or sick time.
8. I will familiarize myself and comply with HE&R’s policies and procedures applicable to volunteers, which includes, but is not limited to, any dress code requirements.
9. I understand that I will not be entitled to any breaks while providing my services during a volunteer shift, and that HE&R may terminate my services at any time, with or without reason.
10. I hereby release, remise, acquit, forever discharge, hold harmless, and covenant not to sue, for myself, my heirs, executors, administrators, successors and assigns, HE&R, its owner, affiliated and related entities and the directors, officers, employees, agents, predecessors, successors, assigns, and insurers of each (the “Released Parties”) from any and all claims, demands, damages, losses, liabilities, obligations, costs, fines, judgments, suits, actions, penalties, injuries, death and expenses, including, without limitation, medical expenses and reasonable attorneys’ fees (collectively “Claims”) arising out of or related to the volunteer services I agreed to provide at the Hershey Entertainment Complex on behalf of the Organization, whether now existing or arising in the future.
11. This Agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable.

By signing below, I certify that I have carefully read this Volunteer Release and Waiver Agreement and I fully understand its contents. I am aware that this is a release of liability and legal contract between me and HE&R and that it affects my legal rights.

Signature of Volunteer: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE A IS ON THE REVERSE SIDE OF THIS FORM**

Schedule A

1. **Any Records** involving Violence or Criminal Sexual Offenses with Dispositions of:

- Guilty
- Convicted
- Pending Disposition
- No Contest / Nolo Contendre

2. **Any Felony Records** involving Drugs or Dealing of Drugs (one or more within seven years) with Dispositions of:

- Guilty
- Convicted
- No Contest / Nolo Contendre

3. **Any Felony Records** that do not involve crimes of Violence, Criminal Sexual Offenses or Drugs (one within the past year or two or more within seven years) with Dispositions of:

- Guilty
- Convicted
- No Contest / Nolo Contendre

4. **Any Misdemeanor or Felony Records with an Outstanding Warrant**

*-HE&R Team Member Use Only-*

1. Department Volunteering For: \_\_\_\_\_
2. Reviewed by HE&R Security: Y / N
3. Review Date: \_\_\_\_\_
4. Reviewed By: \_\_\_\_\_
5. Approved Volunteer: Y / N