

Fundraising Release and Waiver of Liability Form

This Release and Waiver of Liability (the "release") executed for the 2019-2020 fiscal dance year by _____ ("Volunteer") releases Midwest Dance Center Boosters, Inc., ("MDC"), a nonprofit corporation organized and existing under the laws of the State of South Dakota and each of its officers and members. The Volunteer desires to provide fundraising services on behalf of MDC and engage in activities related to serving as a booster member.

Volunteer understands that the scope of Volunteer's relationship with MDC is limited to a volunteer position and that no direct compensation is expected in return for services provided by Volunteer; that MDC will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of fundraising on behalf of MDC.

1. Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless MDC and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the fundraising activities I provide on behalf of MDC. I understand and acknowledge that this Release discharges MDC from any liability or claim that I may have against MDC with respect to bodily injury, personal injury, illness, death, or property damage that may result from the fundraising activities on behalf of MDC.
2. Insurance: Further I understand that MDC does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of MDC beyond what may be offered freely by MDC in the event of injury or medical expenses incurred by me.
3. Medical Treatment: I hereby Release and forever discharge MDC from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during or after my fundraising activities on behalf of MDC.
4. Assumption of Risk: I understand that the fundraising activities that I conduct on behalf of MDC may include activities that may be hazardous to me including, but not limited to, activities and functions normally associated with food preparation, concession stand operation, facility cleanup, operating small equipment, lifting and carrying merchandise, and selling merchandise door-to-door. As a volunteer, I hereby expressly assume risk of injury or harm from these activities and Release MDC from all liability.
5. Other: 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 South Dakota and that this Release shall be governed by and interpreted in accordance with the laws of the State of South Dakota. 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 and Waiver of Liability willingly and voluntarily.

Signature (Or parent/guardian if under 18)

Date