



I, _____ (or volunteer's legal guardian), acknowledge that entry into this agreement ("Agreement") is in consideration of my participation as a volunteer, and confirm my understanding and agreement to the following:

Policies and Safety Rules:

I will comply with Have A Gay Day's volunteer policies, safety rules, conduct expectations, and other directions. I understand that Have A Gay Day does not tolerate bullying, harassment, threatening behavior, or violence of any kind. I understand that non-compliance may result in termination of my volunteer status.

Volunteer is Not an Employee

I understand that (a) I am not an employee of Have A Gay Day, (b) I will not be paid for my participation, and (c) I am not covered by or eligible for any Have A Gay Day insurance, health care, worker's compensation, or other benefits. I understand that Have A Gay Day may terminate my volunteer status at any time, for any or no reason.

Risks Associated with Volunteering

Volunteering for Have A Gay Day has risks. These risks may arise in a variety of ways. They include, without limitation: lifting heavy objects or otherwise exerting myself, sharp objects or other tools, and interacting with and being in the presence of other volunteers, visitors and other people. I understand that these risks may include risks of injury, illness, unforeseeable loss, and that they may arise from my own actions or from the actions of others at or near Have A Gay Day facilities or encountered when traveling for Have A Gay Day activities offsite. I also understand that even if Have A Gay Day, I, and other persons present at Have A Gay Day facilities follow all health and safety protocols, there is always a risk of the unforeseen.

Awareness and Assumption of Risk

I understand the information above, and confirm and acknowledge that these are risks associated with volunteering. With such information and awareness, and with the recognition that other factors may create additional such risks, I knowingly, freely, and voluntarily:

- (a) sign up to volunteer for Have A Gay Day; (b) engage in volunteer activities; and
- (c) assume and accept the risks whether incurred at Have A Gay Day facilities or elsewhere, that may result, directly or indirectly, from my presence at Have A Gay Day facilities or participation as a Have A Gay Day volunteer, regardless of the cause.

Waiver and Release of Claims

I waive and release Have A Gay Day and its directors, officers, agents, employees, volunteers, and affiliates (collectively, "Have A Gay Day Parties") from any and all liability, claims, costs, and expenses of any kind and of whatever nature which I or my heirs, next of kin, or legal representatives may have or which may later accrue, caused by or arising directly or indirectly from my presence at Have A Gay Day facilities or participation in Have A Gay Day activities. This release and waiver includes, in each such case, all claims in respect of the risks noted above, known and

unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active. I will not sue any of the Have A Gay Day Parties on the basis of these waived and released claims.

Disclosure of Medical Conditions

I understand that I am solely responsible for knowing my own physical condition and making my own decision about volunteering. I have disclosed all medications and conditions relevant to my participation to the volunteer coordinator or other staff at Have A Gay Day, including chronic conditions such as asthma, allergies, seizures, or diabetes. I understand that Have A Gay Day needs such information because some medication side effects or medical conditions could affect my safety or that of others at Have A Gay Day. I consent to Have A Gay Day sharing this information with health professionals or first responders should I become ill or injured while at Have A Gay Day facilities.

Medical Care Consent and Waiver

I authorize Have A Gay Day to provide me with first aid and to arrange medical assistance, transportation, and emergency medical services for me if I get hurt while volunteering. I understand that Have A Gay Day is not obligated to provide this care. I also understand that I am solely responsible for any costs related to my medical treatment and transport, and that Have A Gay Day does not provide health, medical, disability, or other insurance coverage for me. If for any reason the above goes against my personal wishes, beliefs, or expectations I will make Have A Gay Day staff and coordinators aware of my wishes in writing. I will also make sure to update those wishes if any changes need to be made.

Confidentiality

I may have access to Have A Gay Day’s confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as Have A Gay Day expressly authorizes.

Assignment of Work Product

I grant full rights to Have A Gay Day in any reports, brochures, website content, photos, images, videos, or other materials or works I may create in the course of volunteer activities, and any intellectual property rights in or derivatives of such materials.

Use by Have A Gay Day of My Name and Image

I understand that Have A Gay Day may take photos or videos of me. I consent to use by Have A Gay Day of my image, voice, name, and story, and of images of any works I may create as a volunteer (collectively, “Materials”), in Have A Gay Day’s digital and print promotional, fundraising, educational, and other communications. Have A Gay Day may use the Materials without obtaining my approval or paying me for such use. I grant Have A Gay Day all copyrights in and waive any legal claims relating to the Materials, including those relating to copyright, rights of publicity or privacy, or defamation, or arising from any distortion, blurring, or alteration that may occur in the making, editing, or use of the Materials.

If you do not agree with this consent please discuss further with the volunteer coordinator.

General Provisions

I understand that this Agreement will be binding for so long as I am a volunteer at Have A Gay Day. This Agreement will run in favor of, and may be enforced by, each of the Have A Gay Day Parties, and will bind my heirs, next of kin, and legal representatives. This Agreement will be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the other terms remain effective. This Agreement will be governed by OHIO law.

Signature _____

Today's Date _____