



## Volunteer Fundraising Activity Agreement

Hershey Entertainment & Resorts Company ("HE&R"), which owns and operates wholesome, family-oriented recreational and amusement facilities ("the Facilities") in Derry Township, Pennsylvania and \_\_\_\_\_ ("Organization") whose address is \_\_\_\_\_ would like to participate in fundraising activities ("Fundraising Activity") for the benefit of the Organization. To this end, the Organization will provide volunteers to serve as workers ("Volunteers") in, at, and about the food, nonalcoholic beverage, activities, retail stands, concessions, and ride areas located in and around the Facilities, and HE&R will make payment(s) to the Organization in order to assist the Organization in its fundraising efforts.

### HE&R and the Organization agree as follows:

1. HE&R shall pay \$5.85 per hour multiplied by the total number of hours worked by the Volunteers provided by the Organization to the Organization.
2. HE&R reserves the right to withhold from the payment to the Organization the payment for which services are volunteered and not performed; and, for cash shortages when cash and its handling is entrusted to Volunteers provided by the Organization.
3. All Volunteers provided by the Organization shall be 18 years of age or older. The *only* exception is if a Volunteer is of age 17 and has already graduated from high school.
4. No Volunteer shall receive any compensation, remuneration, or financial benefit of any kind from HE&R. Participation by Volunteers is gratuitous and voluntary.
5. Volunteers shall serve in those areas expressly designated by HE&R officials, supervisors, and managers. Volunteers are expressly prohibited from selling, serving, or dispensing alcoholic beverages at the Facilities.
6. The Organization and all Volunteers shall at all times abide by and act in accordance with the rules and regulations of HE&R. Failure to follow the HE&R rules and regulations or the orders of HE&R officials shall be grounds for removal from HE&R.
7. The Organization and Volunteers are not employees, agents, or representatives of HE&R and as such, it and they have no authority to bind or commit HE&R in any manner.
8. The Organization agrees to indemnify, defend and hold HE&R and its shareholders, affiliates, board members, officers, employees, agents, directors, and insurers, harmless from and against any and all liability, damage, or expense incurred (including reasonable attorneys' fees) arising out of or in connection with any claim, demand, or suit arising out of the Organization's negligence, negligent omission, negligent performance, intentional or willful acts arising out of or related to the Fundraising Activity, but not including any such claim for injury or damage to the extent such injury or damages caused by the gross negligence or willful misconduct of HE&R, or by any of the personnel of HE&R.
9. The Organization agrees to release HE&R, and its representatives, affiliates, owners, directors, officers, subsidiaries, employees, and assigns, from any and all claims, losses, injuries, liabilities, or damages of any kind it has, or may have in the future, arising out of or in connection with the Fundraising Activity.
10. Each Volunteer, prior to participating in this Fundraising Activity, must receive a copy of the Volunteer Agreement. This copy is attached and incorporate by reference.
11. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
12. This Agreement shall not be altered, amended, or modified in any manner except in writing signed by the parties hereto.
13. This Agreement contains the entire understanding between the parties and supercedes any prior oral or written agreement between them with respect to the subject matter herein.

The Organization hereby certifies and acknowledges that it has read this Agreement and, in consideration thereof, intends to be legally bound by this Agreement.

### Organization

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

### Hershey Entertainment & Resorts Company

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_