



## **Waiver, Release and Hold Harmless Agreement**

In consideration of permission granted by the **Marine Toys for Tots Foundation ("Foundation")** allowing me to participate as a **Toys for Tots Volunteer** during the \_\_\_\_\_ **Marine Corps Reserve Toys for Tots Program National Campaign (the "Activity")**, which will occur from **1 January** \_\_\_\_\_ **through 30 March** \_\_\_\_\_.

I (together with my parent or guardian, if I am under a legal disability or am under the age of eighteen (18)) represent and agree, on behalf of myself and my heirs, successors, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks, some of which I may not fully appreciate, and that injury, death, property damage or other loss or harm could occur to me or others. I accept and voluntarily incur all risks of any injury, damage, loss or harm to me which arises during or results from my participation in the Activity, including any associated travel, and regardless of whether or not caused in whole or in part by the negligence, action, omission and/or other fault of the United States Marine Corps and/or the Foundation, the Foundation's Board of Directors, Officers, employees, agents or insurers ("Released Parties").
2. I acknowledge that should I operate my personal vehicle while participating in any Activity on behalf of the United States Marine Corps and/or the Foundation, it is my duty to have a current personal auto insurance policy which must provide for bodily injury liability, property damage liability, as well as physical damage liability. I acknowledge and understand that my personal auto insurance policy is primary & non-contributory. I accept and incur all risks of any bodily injury or property damage liability, personal injury, and/or property damage that may occur to my personal vehicle as result of the use while participating in any Activity.
3. I expressly hold harmless the Released Parties from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, damages, costs or expenses that arise during or result from the operation of my personal vehicle while participating in the Activity, regardless of whether or not caused in whole or part by the negligence, action, omissions and/or other fault of any of the Released Parties.
4. Prior to participating in any Marine Toys for Tots Activity, I affirm that within the past fourteen (14) days, I have not been diagnosed with, demonstrated any symptoms of, nor have I been exposed to any communicable diseases, including but not limited to the virus commonly referred to as "COVID-19." I also acknowledge that by entering any Marine Toys for Tots premises and/or participating in any Marine Toys for Tots Activity that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including, but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", "COVID-19" and/or any mutation or variation thereof.
5. I also waive all claims against any of the Released Parties for any injury, damage, loss or harm to me, whether known and unknown, which arises during or results from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence, action, omission and/or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

6. I further agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, damages, costs or expenses that arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence, action, omissions and/or other fault of any of the Released Parties.

**7. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully and I execute it voluntarily.**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ .

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

Volunteer  
Name: \_\_\_\_\_

Parent or  
Guardian  
Signature  
(if applicable): \_\_\_\_\_

Parent or  
Guardian  
Name (if  
applicable): \_\_\_\_\_

\_\_\_\_\_  
Volunteer / Parent or Guardian Email Address

\_\_\_\_\_  
Volunteer / Parent or Guardian Phone Number

\_\_\_\_\_  
Emergency Contact Name

\_\_\_\_\_  
Relationship to Volunteer

\_\_\_\_\_  
Emergency Contact Email Address

\_\_\_\_\_  
Emergency Contact Phone Number

\_\_\_\_\_  
Emergency Contact Address