

**HERSHEY ENTERTAINMENT & RESORTS COMPANY  
VOLUNTEER RELEASE AND WAIVER AGREEMENT**

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

In consideration of my desire to volunteer for the organization listed above (“Organization”) in connection with the Organization’s participation in the Entertainment Complex Volunteer Program offered by Hershey Entertainment & Resorts Company (“HE&R”), 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.
3. I agree to provide a valid photo identification card (e.g. driver’s license).
4. My assistance is provided strictly in a voluntary capacity to the Organization as a member and/or volunteer of the Organization and not as an employee of HE&R.
5. I acknowledge that I will not receive any compensation, reimbursement, or payment of any kind whatsoever from HE&R for my assistance to the Organization and am volunteering to the Organization without express or implied promise or expectation of compensation, reimbursement, or payment of any kind, but solely for my personal purpose and benefit of raising funds for the Organization.
6. I understand that any charitable contribution by HE&R will not be made to me personally, but rather to the Organization directly and that I do not have any personal interest in any such contribution.
7. I acknowledge that, in the event I am provided a voucher that can be used for either one (1) regular, one-day admission to Hersheypark; one (1) regular, one-day admission to ZooAmerica; parking admission; or one vehicle entry (up to eight passengers) into Hershey Sweet Lights (“Voucher”) by HE&R, the Voucher is not for services provided and does not constitute compensation or payment of any kind to me by HE&R. I understand that the Voucher has no cash value, is non-transferable, cannot be replaced or duplicated, and may not be redeemed after the expiration date. The Voucher may not be sold, exchanged, or used as trade for services received.
8. My assistance to the Organization does not entitle me to any employment-type benefit from HE&R, including, but not limited to, employment insurance programs or plans, worker’s compensation, unemployment compensation, vacations, or sick time.
9. 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.
10. I understand that HE&R or the Organization may terminate my assistance at any time, with or without reason.
11. I agree that if I require a reasonable accommodation to perform my assignment, I will inform the Organization and HE&R.
12. 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 arising out of or related to the volunteer assistance I agreed to provide at the Entertainment Complex on behalf of the Organization, whether now existing or arising in the future.
13. 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**

- I am not currently, nor have I ever been, a registered sex offender and acknowledge that HE&R will complete a National Sex Offender Registry background check. Initial: \_\_\_\_\_
- I have never been charged or convicted of any violent crimes, criminal sexual offenses, or any crimes against or involving a minor. Initial: \_\_\_\_\_
- I have not had any felony convictions within the past five years. Initial: \_\_\_\_\_
- I am not currently subject to an outstanding warrant for any misdemeanor or felony conviction. Initial \_\_\_\_\_

Notwithstanding the foregoing, HE&R reserves the right to prohibit or remove any Organization Volunteer from any HE&R owned/or operated property if HE&R determines, in its sole discretion, that the criminal history or personal conduct of any Organization Volunteer is inconsistent with HE&R's values or impugns HE&R's reputation.

*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