



Volunteer/Fundraiser Participant Agreement, Waiver and Release

Volunteer's Full and Legal Name	
Volunteer's Birthdate	
Name of Non-Profit Organization	
Volunteer's Phone Number	
Volunteer's Email Address	
Volunteers Home Address <i>Home Address</i> <i>City, State Zip Code</i>	
Emergency Contact Name and Phone Number	

As a volunteer, intending to be legally bound, hereby declare and state:

1. I am a supporter of the above listed non-profit group (the "Non-Profit").
2. I swear and attest that I have provided my accurate birthdate above. Participants must be 14 years of age or older to participate.
3. It is my desire to help the above-named Non-Profit by donating my time and services to Lagoon Corporation, Inc. ("Lagoon") without any compensation or benefit to me whatsoever.
4. I understand that pursuant to an agreement between the Non-Profit and Lagoon, Lagoon is agreeing to donate money to the Non-Profit in exchange for my providing volunteer services to Lagoon.
5. I understand that I have no obligation to render these services to Lagoon, have the ability to cease providing services to Lagoon at any time, for any reason, and that I am doing this solely of my own free will and accord in order to assist the Non-Profit with raising funds.
6. I agree to utilize my best efforts in providing services to Lagoon, but understand that I will not be employed by Lagoon in any capacity and that providing volunteer services does not have any bearing on potential future employment with Lagoon. Similarly, I understand that Lagoon may ask for me to cease providing services, and to leave Lagoon property, at any time for any reason.
7. I understand and agree that I will not be compensated in any manner whatsoever by Lagoon for any of my time or services and that I do not have any right to bring any claim against Lagoon for "employee" status, breach of contract (whether implied or express), unpaid wages or benefits, overtime, workers' compensation, unemployment benefits, discrimination, retaliation or wrongful discharge, or any claim in any way relating to an employment relationship, as I will not be an employee of Lagoon at any time. I also understand and agree that nothing in this document creates a possible future employment relationship with Lagoon and that no one has promised me any employment in the future, nor made any representations.
8. I shall at all times act in good faith and in the best interests of Lagoon, and shall in no event disparage or defame Lagoon (including without limitation its personnel, services, attractions, food, employees, customers, owners), or place Lagoon in a false or negative light. I understand that in addition to Lagoon's general right to eject any person at any time for any reason, Lagoon may eject me from Lagoon's premise (the "Park") for any political activities or demonstrations in or around Lagoon, commercial activities, nudity, sexual activities on premises, inappropriate dress or tattoos, accessing of off-limit areas, weapons or fireworks possession, violence or threatened violence, harassment of Lagoon employees or guests, or for anything which is (in Lagoon's sole discretion) generally disruptive or offensive to other guests and their enjoyment of the park, and/or to the park's positive, family-friendly environment, or which may threaten the health or safety of people or damage to property, or for any breaches of security and safety procedures and rules.
9. In order to maintain Lagoon's image with park guests, I agree to maintain certain appearance and grooming standards determined by Lagoon. I understand I will also be required to wear specific clothing. Appearance, grooming and clothing expectation will be explained during orientation/training. Certain aspects of the required clothing may be provided by Lagoon. Required clothing items (i.e. shirts, hat, aprons, etc.) provided by Lagoon that are not returned will be charged against the Non-Profit at a rate of \$10.00 per item which will be deducted from the donation to the Non-Profit made by Lagoon.

10. I agree to undergo a training program as deemed necessary and provided by Lagoon before performing volunteer services and may be required to undergo periodic retraining. Certain assignments may require that I have additional training or certifications which I am responsible to obtain (i.e. food handler permit for food service assignments).
11. I understand Lagoon maintains a strict NO alcohol or drugs policy. I will not bring alcohol or drugs onto the Lagoon premises and will report to Lagoon free of the influence of drugs and alcohol.
12. I hereby agree that I am volunteering to participate in performing services relating to Lagoon's operation. I understand that in so doing, I shall not receive any form of compensation or other benefit whatsoever, and that there is a possibility of injury, sickness, or death to myself. Therefore, with this knowledge, of my own free will and accord, I voluntarily agree to perform services, and unconditionally agree to all the terms and conditions herein. My "participation" in performing services, including any and all preparation, including training, transportation to and from Lagoon, and my presence in, on or around Lagoon property is strictly voluntary.
13. I hereby grant permission to Lagoon personnel to administer immediate treatment should I become injured or ill, and/or to summon emergency personnel to Lagoon to provide medical services to me, in Lagoon's good faith discretion. Should emergency rescue, medical service or evacuation become necessary in connection with my services, the expenses are solely my responsibility and not that of Lagoon (including without limitation, Lagoon's affiliates, parents, employees, officers, managers, directors, investors, owners, suppliers, vendors, insurers, and contractors collectively the "Lagoon Entities"). I agree and acknowledge that Lagoon is not, nor shall it become, my employer or my insurer, in any respect.
14. I represent that I am free of any conditions or ailments that may make it more foreseeable, or that may reasonably contribute, to my becoming injured by participation in performing services (including, but not limited to, bone, back, neck, nervous system, muscular, eye, coordination or heart problems, pregnancy, illness, medical condition, or any mental, emotional or physical condition which might place my health in danger, or which may endanger others). I HEREBY HOLD HARMLESS, RELEASE, AND FOREVER DISCHARGE THE LAGOON ENTITIES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, SUITS, AND DEMANDS, OF WHATEVER KIND OR NATURE, AT LAW OR IN EQUITY, WHICH MAY ARISE FROM MY PERFORMANCE OF SERVICES, INCLUDING WITHOUT LIMITATION, MY PRESENCE ON LAGOON PROPERTY, CRIME, ACCIDENTS, WEATHER EVENTS, "ACTS OF GOD," OR FOR FIRST AID TREATMENT OR OTHER MEDICAL SERVICES RENDERED IN CONNECTION WITH AN INJURY OR EMERGENCY DURING THE PERFORMANCE OF MY SERVICES. I UNDERSTAND THAT THIS RELEASE FULLY DISCHARGES THE LAGOON ENTITIES FROM ANY AND ALL LIABILITY OR CLAIM WHATSOEVER THAT I MAY HAVE AGAINST THE LAGOON ENTITIES, INCLUDING FOR ANY BODILY INJURY, MENTAL OR EMOTIONAL INJURY, FINANCIAL DAMAGE, ILLNESS/SICKNESS, DEATH, OR FOR PROPERTY THEFT, LOSS OR DAMAGE, HOWEVER CAUSED, THAT MAY RESULT FROM MY PERFORMING SERVICES AND BEING ON LAGOON PREMISES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF THE LAGOON ENTITIES. I also understand that the Lagoon Entities do not assume, and specifically disclaim, any responsibility or obligation to provide compensation, financial assistance or other assistance, including but not limited to, medical, health, or disability insurance, or worker's compensation coverage, in the event of any injury, death or illness, or to provide compensation of any kind for lost, stolen, or damaged property.
15. I understand that my performance of services may require that I partake in activities, or put myself in positions, that are or may be inherently hazardous or dangerous to me. I expressly and voluntarily assume all such risk, including for any type of injury, sickness, death or other harm, sustained while performing my services, whether or not caused by the negligence, misconduct, or other fault of the Lagoon Entities. I agree that I will not sue or make a claim against Lagoon Entities for any form of damages whatsoever or other losses sustained as a result of the performance of my services, including without limitation, for lost wages or future lost income, even if caused by the Lagoon Entities' negligence or other fault, and even if such harm was foreseeable by the Lagoon Entities. I agree to follow all instructions and warnings (whether posted, recorded, or verbally given by Lagoon personnel), to use common sense in any individual responsibility to guard my own health and welfare, to refrain from any reckless behavior, to refrain from accessing any area of the Park to which I am not given express authorization (including any rides, fenced off areas, or employee-only areas), and to behave in all respects in a manner beneficial to Lagoon's reputation and appropriate to a child-friendly, family-fun environment. I understand that Lagoon may eject me from the Park, at any time, in its sole discretion, and that in such event; I would be trespassing if I refuse to vacate the Park and cease providing my series as instructed.
16. As a volunteer, and without compensation, I hereby grant and convey to Lagoon all rights, title, and interest, in any and all photographic images and video and audio recordings made by Lagoon during the performance of services, and to use the same without restriction, including, but not limited to, any royalties, proceeds, or other benefits derived from such images or recordings, either with or without using my name, and waive any all rights to claims in relation thereto, including without limitation for privacy or publicity violation. Lagoon may manipulate and modify, rearrange, and exploit, all images and recordings, including without limitation, on its web pages, or in ads and promotional literature.
17. This Volunteer Agreement, Waiver of Any Employment Status and Liability Waiver and Release (this "Agreement") shall inure to the benefit of and be binding upon the parties' respective successors, licensees, and assigns.
18. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Utah, and shall be interpreted by Utah laws, and that the forum for any disputes shall be Davis County, Utah. I agree that in the event that any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected.

I have read the foregoing and declare under penalty of perjury under the laws of the State of Utah that the foregoing is true and correct. **I understand that by signing this document I give up important legal rights. It is my intention to do so.**

Participant's Signature: _____

Date: _____

Parent/Guardian Signature (if under 18 years of age): _____

Date: _____