



SHOES THAT FIT

PARTICIPATION AGREEMENT AND VOLUNTEER WAIVER AND RELEASE

This Participation Agreement and Volunteer Waiver and Release (this “Agreement”) is between Shoes That Fit, a California nonprofit public benefit corporation, and _____ (“Volunteer”).

BASIC PRINCIPLES:

- Shoes That Fit is a charitable organization recognized under Section 501(c)(3) of the Internal Revenue Code that matches schoolchildren in need (K-12) with donors who wish to provide new shoes and other new clothing items to the children in an effort to enhance the children’s self-esteem and allow them to attend school in comfort and with dignity.
- Shoes That Fit has publicized its program and activities and has become nationally known for its success in assisting children in need.
- Shoes That Fit intends to preserve and protect its reputation and the integrity of its program.
- Shoes That Fit has developed materials and methods (including name and logo) which are its intellectual property and which shall not be duplicated or utilized without its consent.
- Volunteer wishes to participate as a volunteer of Shoes That Fit, and Shoes That Fit wishes to have Volunteer participate in Shoes That Fit’s charitable activities.

AGREEMENT

Volunteer hereby freely, voluntarily, and without duress executes this Agreement in consideration of being allowed to participate in the charitable activities of Shoes That Fit, under the following terms:

VOLUNTEER RESPONSIBILITIES:

- Volunteer will select and work with a school in their area in order to provide new shoes and other clothing to children “in need” at the school on behalf of Shoes That Fit.
- The school’s staff shall determine which children are “in need.”
- Volunteer may work in cooperation with other individuals or organizations (i.e. church, business, service organization, etc.) to collect new shoes and other clothing on behalf of the Shoes That Fit program. Such organizations or groups of individuals shall be known as the “Sponsor.”

Please complete this Agreement and Waiver and sign and date it, and return one copy of it to Shoes That Fit, 1420 N. Claremont Blvd., Suite 107B, Claremont, California, 91711, or via fax to (909) 482-0085. Please keep a copy for your files

- Before commencing the Shoes That Fit program within any school, Volunteer will provide Shoes That Fit with the name and address of the school with which Volunteer will be working as well as the name, title and telephone number of the school liaison. Volunteer will also provide Shoes That Fit with the name and contact information of any additional volunteers or Sponsors.
- Volunteer will collect or purchase new shoes and other clothing items on behalf of Shoes That Fit and donate them to children in need at the specified school.
- Volunteer will only distribute new shoes and other clothing items to children in need, regardless of age, sex, race, religion, ethnicity, disability, or other discriminatory characteristic. No distribution will be made in connection with any ideological or religious campaign or objective.
- Volunteer is responsible for providing funds to pay for Volunteer's minor operating expenses (such as bulletin board, photocopying costs, 3x5 cards and push pins).
- **All personal contacts with any child beneficiary of the Shoes That Fit program shall be by appropriate school personnel only. Under no circumstances shall Volunteer be alone with any child involved with the Shoes That Fit program at any time.**

USE OF INTELLECTUAL PROPERTY:

- Shoes That Fit hereby grants Volunteer a nonexclusive, non-transferable, limited license to use the trademarks, trade names, and copyrighted materials, which includes without limitation logos, pamphlets, brochures, announcements and other items reflecting or containing the intellectual property of Shoes That Fit, in order for Volunteer to help conduct the Shoes That Fit program.
- Volunteer shall use the intellectual property only in furtherance of the Shoes That Fit program, and in a way that will not jeopardize the intellectual property rights of Shoes That Fit.
- Volunteer shall not use any intellectual property, other than those provided by Shoes That Fit, without the prior written consent of Shoes That Fit.
- Volunteer shall not permit any other person or entity to use the Shoes That Fit intellectual property without the prior written consent of Shoes That Fit.
- Volunteer shall not alter or amend any of the Shoes That Fit intellectual property in any way.
- This nonexclusive, limited license shall expire immediately upon termination of this Agreement.

FUNDRAISING PROHIBITED:

- Under no circumstances shall Volunteer or anyone acting on behalf of Volunteer conduct any fundraising on behalf of or in the name of Shoes That Fit, including without limitation accepting checks made out to Shoes That Fit, without prior written consent from Shoes That Fit.
- Volunteer shall not create any bank accounts under the Shoes That Fit name.
- Volunteer shall not submit grant proposals in the name of Shoes That Fit to any foundation or any other grantmaking entity without the prior written approval of Shoes That Fit.

ADMINISTRATIVE COOPERATION:

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- Volunteer shall refer any other group, institution, organization or individual interested in volunteering with Shoes That Fit directly to Shoes That Fit.
- Volunteer shall maintain records of the number of shoes and other items donated to children, publicity used, the number of volunteer hours devoted to the program, and any changes to the schools that Volunteer works with. Volunteer shall submit these records to Shoes That Fit in December and June of each year.
- At the end of each year, Shoes That Fit shall provide Volunteer with a short annual evaluation and report form, which Volunteer shall complete and return to Shoes That Fit in a timely manner.

LIABILITY PROTECTION AND WAIVERS:

- Volunteer understands that Shoes That Fit does not assume any responsibility for or obligation to provide financial assistance, including, but not limited to, medical, health, disability, or liability insurance. Volunteer understands that Shoes That Fit does not carry or maintain health, medical, disability, or liability insurance coverage for any volunteer.
- Volunteer agrees that any person who operates a motor vehicle while in the course of working with or representing any Shoes That Fit program shall maintain their own automobile insurance and have a valid driver's license.
- Volunteer agrees to remain personally responsible for his or her actions and to refrain from any form of discrimination, harassment, derogatory, illegal, or unethical conduct. Volunteer understands that if he or she engages in such conduct, Volunteer may be responsible to reimburse Shoes That Fit for any damages, losses, or costs resulting from his/her conduct.
- Volunteer agrees to indemnify and hold Shoes That Fit harmless against all claims, demands, losses, liabilities, costs and expenses, including attorneys' fees, arising out of Volunteer's participation with Shoes That Fit but only to the extent caused by Volunteer's acts or omissions.
- Volunteer intends to participate as a volunteer in the Shoes That Fit program, and will receive no compensation or remuneration for services. Volunteer understands that California Labor Code Section 3352(i) does not require nonprofit organizations to provide workers' compensation insurance coverage for volunteers performing services for the nonprofit organization, and that Shoes That Fit does not provide workers' compensation insurance for volunteers at this time.
- Volunteer hereby waives, releases, and forever discharges, and understands that this Agreement discharges, any and all claims and causes of action of every kind and nature that Volunteer would otherwise have against Shoes That Fit and its representatives, whether acting officially or otherwise, including without limitation claims which may otherwise arise from personal injury, illness, death, property damage, or any other liability caused by volunteer, and any and all claims for attorneys' fees and costs.
- IT IS VOLUNTEER'S INTENTION BY THIS WAIVER AND RELEASE TO EXEMPT AND RELIEVE SHOES THAT FIT AND ITS REPRESENTATIVES FROM ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY FOR PERSONAL INJURY, ILLNESS, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY VOLUNTEER'S GROSS NEGLIGENCE.

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TERM AND TERMINATION:

- This Agreement, other than all provisions within the section titled “Liability Protection and Waivers”, shall be in effect until either party informs the other that it is terminating it. The Agreement may be terminated by either party, with or without cause, upon 30 days’ prior written notice; provided, however, that Shoes That Fit may terminate this Agreement immediately if it believes in good faith that Volunteer has materially breached any term of this Agreement.
- Upon termination of this Agreement, Volunteer shall immediately cease any activity on behalf of Shoes That Fit, and shall immediately discontinue all use of the licensed materials and any materials similar thereto and surrender or destroy all printed materials containing the licensed materials. Volunteer shall also comply with any written instructions from Shoes That Fit regarding the licensed materials in electronic format. Throughout the duration of this Agreement and after the termination or expiration hereof, all rights in the licensed materials and the goodwill connected therewith shall remain the property of Shoes That Fit.
- All provisions within the section titled “Liability Protection and Waivers” shall survive the termination, expiration, or rescission of this Agreement and remain in effect.

CONTRACTUAL FORMALITIES:

- Volunteer agrees that he/she is entering into this Agreement and Waiver as a volunteer, and that nothing in this Agreement is intended, nor shall it be construed to create, an agency, joint venture, partnership or employment relationship between Volunteer and Shoes That Fit.
- The invalidity or waiver of enforcement of any provision of this Agreement shall not constitute the invalidity or further waiver of said provision or the entire agreement, and the remaining provisions of the agreement shall remain in effect.
- In the event that a dispute arises concerning or relating to this Agreement and Waiver, said dispute will be decided by binding arbitration conducted under the auspices of the American Arbitration Association in Los Angeles, California.
- By signing this Agreement, Volunteer agrees to comply with all terms of this Agreement and Waiver.

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SIGNATURES:

SHOES THAT FIT

By: _____
Roni Lomeli, its Executive Director Date

VOLUNTEER

Signature: _____
Date

Name: _____

Address: _____

City _____ State _____ Zip Code _____

Phone: _____ Fax: _____

Cell: _____ Work: _____

Email: _____

Organization/Sponsor (optional) _____

Organization/Sponsor address _____

City _____ State _____ Zip Code _____

Chapter Name (optional) _____

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