



**VOLUNTEER’S WAIVER OF CLAIMS, COVENANT NOT TO SUE, AND
INDEMNIFICATION**

This agreement for waiver of claims, covenant not to sue, and indemnification is freely made between [REDACTED] (herein “**Participant**”) and **FairPlay**, a legally formed non-profit organization in the State of Tennessee. The parties hereby attest they are of sound mind, are of contracting age, and have both legal and mental capacity to enter into a legally binding contract under the laws of the State of Tennessee.

WHEREAS, FairPlay is a nonprofit corporation dedicated to building a library system that allows children with physical disabilities to enjoy the benefits of playing with a broad selection of adapted toys; and

WHEREAS, the process of adapting involves opening the toy, cutting its wires, and connecting the wires to a cable that is external to the toy and is switch-compatible; and

WHEREAS, FairPlay runs workshops instructing volunteers in the process of toy modification during which volunteers may use dangerous tools including, but not limited to, power drills, scissors, wire cutters and strippers, hot glue guns, and sewing needles; and

WHEREAS, [REDACTED], (the “**Participant**”) desires to take part in the Adapted Toy Workshops (collectively, the “**Program**”);

THEREFORE, in consideration of the right to participate in the Program, receipt of which is hereby acknowledged, Participant, being of lawful age (unless accompanied by a parent or guardian), agrees as follows:

1. **Fitness to Participate**. The Participant acknowledges that Participant does not have any physical limitations, medical ailments, or other disabilities that would limit or prevent the Participant from fully participating in the Program.

2. **Waiver of Claims**. Participant hereby expressly waives and renounces any claims against the FairPlay team and its members, managers, officers, employees, and agents (collectively, “**FairPlay**”) for any and all damages, actions, causes of action, liabilities, claims and demands whatsoever, including without limitation, any claims or damages resulting from injury to property or person, including death, which Participant may ever have, arising out of Participant’s participation in the Program or use of facilities.



3. Covenant Not to Sue. Participant agrees that it shall never institute or cause to be instituted, any suit, charge, demand, claim, complaint, or cause of action, in law, in equity, or otherwise, in any court, or in any arbitration system or procedure, against FairPlay arising out of Participant's participation in the Program or use of FairPlay's facilities.

4. Indemnification. Participant hereby agrees to indemnify, defend (with counsel reasonably acceptable to FairPlay), and hold harmless FairPlay from and against any and all claims, losses, damages, liabilities, and expenses (including settlement costs and any reasonable legal or other expenses for investigating or defending any actions or threatened actions) FairPlay may incur in connection with any action, claim or dispute arising out of Participant's participation in the Program.

5. Acknowledgements. Because certain activities in connection with the Program, including modifying or adapting electronic components of toys, are inherently dangerous and involve the risk of serious injury or death or property damage, the Participant expressly agrees that the foregoing waiver of claims, covenant not to sue, and indemnification (collectively, this "Waiver") is intended to be as broad and inclusive as is permitted by the laws of the state where the Program occurs, and that if any portion hereof is deemed invalid or enforceable by a Court of competent jurisdiction, the invalid or unenforceable portion of this Waiver shall be deleted or deemed modified to the extent necessary to be deemed valid or enforceable and the balance of the Waiver shall continue in full force and effect. The Participant further acknowledges that Participant has read this agreement, understands the same and the Participant is freely and voluntarily executing this agreement.

6. Miscellaneous. This Agreement: (a) shall bind and inure to the benefit of the Participant and his/her heirs, executors, administrators, legal representatives, successors and assigns; (b) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; and (c) may not be amended or modified, nor any provision hereof waived, except in a writing signed by all of the parties hereto.



FINAL ATTESTMENT AND ACKNOWLEDGMENT

PARTICIPANT HEREBY EXPRESSLY AGREES AND ADOPTS THE FOLLOWING STATEMENT:

“I have fully read, understood, and therefore bind myself to all of the above provisions and hereby agree to these provisions as a condition of my time as a volunteer with **FairPlay** for the handling and participation of their products, facilities, adapted toys, client/customer engagement and other duties and responsibilities that come with the role of volunteer. I further hereby agree and acknowledge that the provisions and conditions in this agreement are fair, reasonable, and mandatory and that I will fully comply with them at all times.”

**FAIRPLAY
(REPRESENTATIVE)**

Signature: _____

Printed Name: _____

Date: _____

PARTICIPANT

Signature: _____

Printed Name: _____

Date: _____