

The Pinky Swear Pack Volunteer Agreement

We are pleased that you have decided to volunteer your services to The Pinky Swear Pack (“The Pack”), a project of the Pinky Swear Foundation also known as PSF (“PSF”). Please affirm your acceptance of this Agreement, as explained below, with your signature at the bottom. Also, please accept our sincere thanks for your valuable contribution to the The Pack.

1. **Eligibility:** I agree and affirm that I am:
 - a. Not currently working for The Pack or PSF as an employee, an employee of a temporary agency assigned to The Pack or PSF, or as an independent contractor providing services to The Pack or PSF. Should this status change, I agree to notify PSF’s Human Resources Department immediately; and
 - b. At least 18 years of age.
2. **Volunteer Status:** I agree that I have initiated the opportunity to volunteer and donate my services as described in The Pack information, as well as other services assigned to me as appropriate, to PSF. I am volunteering my services for public service and humanitarian objectives, which I agree constitutes good and valuable consideration. I understand that I will receive no compensation, benefits, or other privileges of employment of any kind for my volunteer services. I understand that I am not an employee, agent, or representative of PSF for any purpose and I will not speak on behalf of PSF or represent PSF to third parties unless authorized to do so. I understand and agree that either I or PSF may elect to terminate my volunteer services at any time for any reason.
3. **Risk:** With regard to my presence on PSF property or any location at which I provide volunteer services with, for, or on behalf of PSF (if different than PSF property) and the volunteer services I will be providing, I recognize and acknowledge that there are certain risks of physical injury or illness. I agree to assume the full risk of any bodily injuries, illness, property damage, or loss, which I may sustain as a result of participating in any and all activities connected with or associated with my volunteering for PSF. I understand that a background check may be required in order to participate in certain activities.
4. **Insurance:** PSF carries limited accident coverage for volunteers injured in the course of their volunteer activities. I understand that in the event I am injured in the course of such activities, I must pay any medical expenses and submit a claim for reimbursement, with appropriate documentation, and that the full amount of my expenses may not be reimbursed. I further understand that I am not eligible for workers’ compensation benefits if I am injured or become ill as a result of my volunteer work, or unemployment compensation benefits when my volunteer assignment ends, because I am not an employee.
5. **Emergency Care:** In the event of an emergency, I authorize PSF to secure from a licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care. I agree that I will be responsible for payment of all such medical services rendered.
6. **Intellectual Property:** I understand that The Pack and PSF will retain the ownership of all intellectual property that I produce within the scope of my volunteer services and will reserve sole discretion to publish any intellectual product.

7. **Media Release:** I understand that, during the course of my volunteer activity for The Pack and/or PSF, I may encounter activities which are videotaped, recorded and/or photographed (“Record” or “Recorded”) for the purpose of being used and distributed in various formats by PSF for educational, public awareness and/or humanitarian objectives, including, but not limited to, classroom, television, Internet (including webcasts, content postings, and podcasts), and any other communication medium currently existing or later created (“Publish”). I give my permission and authorize PSF to Record and Publish my image, and to use it in the formats and for the purposes stated above. PSF retains the right not to use any footage captured for other than archival purposes.
8. **Reimbursements:** I understand that PSF will not reimburse me for any expense without prior written approval from PSF. Further, I understand that such expenses submitted by me for reimbursement by PSF must be substantiated by timely, proper and adequate documentation and receipts. Such expenses must be reasonable in amount, related to and in furtherance of my volunteer services.
9. **Harassment Policy:** I understand PSF is committed to providing a safe and welcoming work environment, free of unlawful harassment for all volunteers. PSF takes these matters seriously and will take prompt and appropriate action to maintain a workplace free of any form of harassment. I understand that PSF’s Harassment in the Workplace Policy is available for me to review and that I may report any violations of such policy to PSF’s Human Resources Department.
10. **Vaccinations:** I understand that I may come in contact with children who have pediatric cancers and/or compromised immune systems as a result of my volunteer services for The Pack and/or PSF. As such, I understand it is my responsibility to ensure that I have received all recommended vaccinations as outlined by the Centers for Disease Control and Prevention. To learn more, please visit <https://www.cdc.gov/vaccines/adults/rec-vac/index.html>. I affirm that my provision of volunteer services for The Pack and/or PSF is strictly contingent on my compliance with this provision and that I may not provide volunteer services with, for, or on behalf of The Pack or PSF without first receiving all recommended vaccinations. If extenuating or unique circumstances prevent me from complying with this provision, I will notify PSF’s Human Resources Department, who will contact me in order to discuss what accommodations, if any, may be provided.
11. **Engagement with Children:** I understand and agree never to visit or interact with child participants or their family members outside of formal The Pack and/or PSF Events. I further understand that I may never be alone with a child as part of my volunteer work with The Pack and/or PSF.
12. **Transportation:** I understand that I am responsible for my own transportation in connection with my volunteer services. I further understand that I may not transport child participants or their family members to or from a The Pack and/or PSF Event.
13. **Attire:** PSF has the right to expect you to dress in a way which is suitable for children and their family members served by PSF. You must at all times be dressed in such a way that positively reflects on the professionalism and image of PSF. I agree I will wear appropriate attire in connection with my volunteer services with all clothing in good condition, not to be revealing in any way or projecting any offensive statement or image. All such attire will follow The Pack and/or PSF’s expected attire, and all dress and grooming will at all times conform to policies of any hospital or other care facility. While wearing The Pack and/or PSF attire is encouraged, there is no requirement or expectation to purchase such products.

14. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the state in which I provide the volunteer services.

Fundraising Guidelines Agreement

1. Permissions Required

Use of the Pinky Swear Foundation name, logo, or brand is not allowed without written authorization from Pinky Swear Foundation. The Pinky Swear logo is a registered trademark and cannot be reproduced without permission.

It is the responsibility of you, the event or program coordinator, to ensure that the event or program complies with all relevant state and federal laws. This includes securing any necessary permits such as park permits, liability insurance, and/or and raffle permits if they are needed for a planned event.

2. Promotional Materials

Promotional materials must clearly state that the funds raised will benefit the Pinky Swear Foundation mission and designate Pinky Swear Foundation as the “beneficiary”, not the “sponsor”, of the event or program.

Promotion of the partnership must avoid the statement or appearance of Pinky Swear Foundation endorsing any product, firm, organization, individual, or service. The event or program cannot state that it raises funds for a particular Pinky Swear Foundation program without prior written approval from Pinky Swear Foundation.

In all event and program partnerships, Pinky Swear Foundation, All-Stars, and All-Star families must be represented positively. The patient, parents, and siblings that we support are often experiencing a lot of stress and we strive to encourage and uplift them at all times.

3. Sponsorship and In-Kind Donations For Events

Pinky Swear Foundation cannot solicit any sponsorships or free product or service donations for your event. Additionally, before approaching any sponsors, please submit a list of targeted sponsors for the event to Pinky Swear Foundation staff so we can provide you any information on their current financial support of the organization. Pinky Swear reserves the right to exclude solicitation of any sponsors if there is reason to believe it will negatively impact their current relationship with the organization.

4. What Pinky Swear Can Do to Support Your Event

- Offer advice regarding fundraising and event planning
- Provide tax receipts from Pinky Swear Foundation if donations are made directly to Pinky Swear Foundation and not the event. Event host will not be able to use these funds towards expenses.
- Approve the usage of Pinky Swear Foundation name, logo, and brand
- Write a letter of support to validate the authenticity of your event
- Provide limited existing materials for the event when available (ex: All-Star cards, brochures, etc.)
- Creation of an online fundraising platform specific to your event to assist with donations.

5. What Pinky Swear Can NOT Guarantee for Your Event

- Guarantee staff presence at your event (although we will do our best to have someone stop by!)
- Promote your event via the Pinky Swear website, email, and social media channels
- Provide staff or volunteers to work any portion of the event, though the opportunity can be discussed
- Provide event supplies including, but not limited to, tables, chairs, tents, silent auction items, and volunteer t-shirts
- Guarantee a speaker for your event

- If you would like to request someone to speak on behalf of Pinky Swear at your event, please contact a Pinky Swear staff member as soon as possible
- Advance monies
- Provide donor names or contact lists
- Provide waivers or any liability insurance for your event
- Provide printed marketing materials

6. Financial Guidelines

Pinky Swear is committed to being responsible stewards of funds generated through all of its fundraising efforts and therefore has created guidelines to ensure that community fundraising events and programs comply as well. Within 60 days after the close of your event or program, please send:

- A basic breakdown of revenue and expenses (e.g. sponsorship funds, individual donations, and specific expenses by categories like Printing, Food, postage, etc.).
- Donations, with any checks and money orders made directly to Pinky Swear Foundation

Pinky Swear cannot reimburse you for any event or program expenses. If event expenses are greater than the total collected, the group conducting the event or program is responsible for payment of these additional expenses

Pinky Swear Foundation sales tax-exemption (on purchases) cannot be extended to any event or fundraising effort.

Pinky Swear cannot process any credit or registrations for your event or program unless you are using a Pinky Swear designated community fundraising platform. Designated platforms are Fundraise Up, Venmo, or the Pinky Swear Website. Please contact Pinky Swear for more information on how to use these platforms.

Pinky Swear must receive a complete accounting of all income and expenses related to the event or program, including all tangible non-cash related contributions.

Pinky Swear Foundation is not financially liable for any costs or expenses incurred by the event sponsors, volunteers, participants, or any other individuals or entities involved in the event or program.

Cancellation, Liability, and Changes

Pinky Swear Foundation reserves the right to disassociate from the partnership at any time if the event or program promotional materials are not in compliance with these guidelines. Community Fundraising Event Host is responsible for obtaining any liability insurance that is required for the event, and promises to indemnify Pinky Swear Foundation from any and all claims and liabilities related to the event. This indemnification is specified in the community fundraising agreement.

This Agreement is made by and between Pinky Swear Foundation and "Community Fundraising Event Host" for the purpose of the "Fundraiser", with the intent of raising funds for Pinky Swear Foundation.

1. The Term of the Agreement will be from the date it is signed until the end of the 2023-2024 Pack school year.
2. I have read and agree to the guidelines as listed on the document titled "Community Fundraising Event Guidelines".
3. I have read and agree to the guidelines as listed on the document titled "Volunteer Agreement"
4. Since Pinky Swear Foundation may be the recipient of funds from its participation in other similar fundraisers, it is understood and agreed that this Agreement creates no exclusive rights to the Community Fundraising Event Host for this Fundraiser .
5. Pinky Swear Foundation reserves the right to inspect the financial records of the Community Fundraising Event regarding the revenue and expenses as the result of the Fundraiser .
6. The Community Fundraising Event Host agrees that it will comply with all state and/or municipal charitable solicitation statutes and/or ordinances which purport to affect or apply to the Fundraiser . The Community Fundraising Event Host agrees that it will not use the Pinky Swear Foundation tax exemption in any manner as a part of the fundraiser, nor will the Community Fundraising Event Host represent to the public that it enjoys any tax-exempt rights or privileges as a result of its participation in the Fundraiser .
7. Pinky Swear Foundation assigns Jessica Hansen, as its representative. All Pinky Swear Foundation approvals and authorizations are to be secured through this representative.
8. This Agreement constitutes the sole agreement between the parties and no amendment, modification, or waiver of any of the terms and conditions shall be valid unless in writing.
9. Pinky Swear Foundation reserves the right to terminate the Agreement at any time if it determines that such termination is in its best interests by giving ten (10) days written notice to the Community Fundraising Event Host. Any default in, or breach of, the terms and conditions of this Agreement by the Community Fundraising Event Host will result in its immediate termination, upon written notification to that effect from Pinky Swear Foundation to the Community Fundraising Event Host.
10. Pinky Swear Foundation will incur no financial liability for the Fundraiser. All financial liabilities will be assumed by the Community Fundraising Event Host . Neither Pinky Swear Foundation or its employees or volunteers will be liable for any injury or death of any participant, customer or workman employed in connection with the conduct of the Fundraiser or the care and maintenance of any equipment used in the Fundraiser, or the surrounding grounds, buildings, and facilities or any other employees of any place where the Fundraiser shall be conducted nor shall Pinky Swear Foundation or its employees or volunteers be liable for any property damage which may occur during the term of the Fundraiser covered herein . The Community Fundraising Event Host will indemnify and hold Pinky Swear Foundation and its employees and volunteers harmless against and from any and all suits, claims, demands, liabilities, costs and expenses, (including reasonable counsel fees whether incurred in preparation of trial, at trial or on appeal), arising out of the Fundraiser or related to the condition of any equipment used and/or surrounding facilities; provided, however, that the Community Fundraising Event Host shall not be obligated to indemnify or hold harmless Pinky Swear Foundation and its employees and volunteers with respect to any suit, claim, demand, liability, cost or expense arising out of or related to, the negligence, recklessness or willful misconduct of Pinky Swear Foundation and its employees and volunteers .
11. This Agreement is made in and shall be governed by the laws of the State of Minnesota