

Waiver, Release and Hold Harmless Agreement

In consideration of permission granted by the **Marine Toys for Tots Foundation** allowing me to participate as a **Toys for Tots Volunteer** during the **Marine Corps Reserve Toys for Tots Program National Campaign (the "Activity")**, which will occur from **1 January** **and 31 March** .

I represent and agree, on behalf of myself and my heirs, successors, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks, some of which I may not fully appreciate, and that injury, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injury, damage, loss or harm to me which arises during or results from my participation in the Activity, including any associated travel, and regardless of whether or not caused in whole or in part by the negligence, action, omission and/or other fault of the United States Marine Corps and/or the Marine Toys for Tots Foundation, its Board of Directors, Officers, employees, agents or insurers ("Released Parties").
2. Prior to participating in any Marine Toys for Tots activity, I affirm that within the past fourteen (14) days, I have not been diagnosed with, demonstrated any symptoms of, nor have I been exposed to any communicable diseases, including but not limited to the virus commonly referred to as "COVID-19." I also acknowledge that by entering any Marine Toys for Tots premises and/or participating in any Marine Toys for Tots activities that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including, but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", "COVID-19" and/or any mutation or variation thereof.
3. I also waive all claims against any of the Released Parties for any injury, damage, loss or harm to me, whether known and unknown, which arises during or results from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence, action, omission and/or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.
4. I further agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, damages, costs or expenses that arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence, action, omissions and/or other fault of any of the Released Parties.
5. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

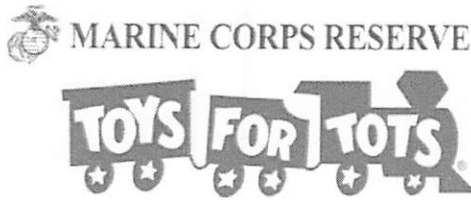
EXECUTED this _____ day of _____, 20 _____.

Volunteer
Signature: _____

Volunteer
Name: _____

Parent or
Guardian
Signature: _____

Parent or
Guardian
Name: _____



**TOYS FOR TOTS GRATUITOUS SERVICE AGREEMENT
(USMC Sites ONLY)**

I, _____, by signing this Agreement, agree to provide gratuitous
(Name of Volunteer)

and/or volunteer services as a Toys for Tots volunteer for _____
(Marine Unit and/or Command)

in compliance with 10 U.S.C. §1588. I agree to provide such services without expectation of compensation. I further understand that such gratuitous service does not constitute Government service for purposes of Federal retirement benefits or preference in hiring for paid Federal employment positions. Any reimbursement for incidental expenses shall be subject to the availability of funds and the discretion of the commanding officer/coordinator of _____ and the Marine Toys for Tots Foundation.
(Name of Marine Unit and/or Command)

In compliance with 10 U.S.C. §1588(a)(3)(A), the nature of my service will be to provide volunteer services for the Toys for Tots Program. I understand that as a Toys for Tots volunteer, I will not be considered a Federal employee for any purpose other than the Federal Tort Claims Act (28 U.S.C. §§1346(b), 2671, 2672, and 2674-2680) and the Military Claims Act (10 U.S.C. §§ 2731-2738). I may also be entitled to compensation under the Federal Employees' Compensation Act (5 U.S.C. §§ 8101-8193), should I suffer any personal injuries in the performance of my volunteer services for the Toys for Tots Program.

I understand that as a Toys for Tots volunteer, any personal information provided to me during my volunteer services is, and will be, protected from release to any individual by the Privacy Act of 1974. I agree to hold myself to the highest standards of confidentiality in this regard. I further understand that any issues pertaining to military members, their families, donors, or recipients of Toys for Tots items will be discussed ONLY with those individuals with a "need to know."

This document encompasses all understandings between myself and _____ as it pertains to my volunteer services for the Toys for Tots Program.
(Marine Unit and/or Command)

Volunteer Signature/Date: _____

Coordinator Signature/Date: _____