



## FUNDRAISING PROJECT AGREEMENT

The National Inclusion Project requires that any persons and organizations fundraising on behalf of the Project agrees and adheres to the following terms and conditions:

1. The Project will review all individual events within 5 business days of submission and will notify the Organizer(s) by email of the decision of approval.
2. Nothing in this Agreement creates a joint venture, partnership, principal-agent, employer-employee or similar relationship between the Project and the Organizer(s).
3. Once approved and during the term of this Agreement, the Project hereby grants the Organizer(s) a limited, non-exclusive right to use the phrase "Benefiting the National Inclusion Project" and the National Inclusion Project logo in promotional materials related to the fundraising event. The National Inclusion Project reserves the right to refuse the use of the Project name or marks at any time.
4. The Project will receive the event contribution as well as any donor lists, event collateral, etc. within 30 days of the completion of the event. Online donations, money orders, certified checks, or personal checks are all acceptable forms of contributions. Donations must have the appropriate designation in order for proper crediting to occur.
5. Organizer(s) will have a plan in place of money collection that assures that all funds donated are, in turn, remitted to the Project. This plan should include at least two people counting and signing off for money collected.
6. The Project, its directors, employees and legal representatives shall be indemnified and held harmless from all claims, loss, damage, injury, liability, costs and expenses of whatsoever kind or nature caused by, arising out of, or occurring in connection with, any act or omission to act by the Organizer(s) in connection with the described event.
7. The Project abides by the standards set by the Council of Better Business Bureaus. All collateral materials relating to the event must meet the following standards: (a) state that the Project is the benefiting organization; (b) state that more information about the Project may be found by visiting the website at [www.inclusionproject.org](http://www.inclusionproject.org) or by calling the Project at 919-314-5540; and (c) the actual or anticipated percent or portion of sales, admission price or other proceeds that will benefit the Project.
8. This Agreement is binding upon and inures to the benefit of each of the parties hereto and their successors and assigns; provided, however, neither party may assign or transfer (including, without limitation, by operation of law) this Agreement, including the rights and obligation hereunder, without prior written consent of the other party, and any such attempted assignment or transfer shall be null and void.

9. Persons, groups, or businesses participating in physical activities in order to raise funds for the Project must agree to the following waiver:

"In consideration for being permitted to participate in this event, I agree to assume all risks and to release, hold harmless and covenant not to sue the National Inclusion Project, and any designated beneficiaries, sponsors, officials, participating clubs, communities, organizations, friends of the event, and all other government or public entities for any claim, loss or liability that I may have arising out of my participation in the event, including bodily injury, death or property damage, whether caused by negligence or carelessness of the releasees or otherwise.

I intend by the Waiver and Release of Liability to release in advance, and to waive my rights and to discharge all of the releasees from all claims, losses or liabilities for death, bodily injury or property damage that I may have, or which may hereafter accrue to me, as a result of my participation in this event, even though that liability may arise from negligence or carelessness on the part of the releasees, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver and Release of Liability is binding on my heirs, assigns and legal representatives.

I am physically capable of completing this event. I understand that I may be asked to provide a doctor's note or other proof that I am permitted to participate by my primary healthcare provider. If I am aware of or under treatment for any physical infirmity, ailment or illness, my medical care provider knows of and has approved my participation in this event. I will maintain personal health insurance while participating in the event. I acknowledge that I, and I alone, am solely responsible for my personal health and safety, and the personal property I bring with me. I will read the event description and rules for participation in the event and I will abide by all rules and regulations established by the event organizers and personnel as well as the local vehicle code. I further agree that my participation in the event is subject to the sole discretion of the organizers of the event, and that my participation may be limited for medical or other safety-related reasons.

I understand that my name, photograph, voice or likeness may be used for all promotional purposes related to the event by the National Inclusion Project, and their sponsors, beneficiaries, licensees, affiliates and employees. I consent to and authorize, in advance, such use and waive all rights of privacy I have in connection therewith. And I understand that I will not benefit financially from any use thereof.

I have carefully read this Waiver and Release of Liability and fully understand its contents. I am aware that by agreeing to this Waiver and Release of Liability, I am waiving legal rights and knowing this, I sign it of my own free will."

I have read the agreement and waiver and agree to adhere to the terms and conditions described:

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Date: \_\_\_\_\_