



## Third Party Fundraising and Liability Release Agreement

Because our brand and our reputation are critical assets of the Foundation, we have established policies and guidelines to govern fundraising events by third parties. Below are policies we require all 3rd party event fundraisers to comply with in exchange for affiliating with our brand.

1. The business/organization/individual will not open any bank accounts using the Crohn's & Colitis Foundation name or Taxpayer Identification Number (TIN). Any check donations listing the Crohn's & Colitis Foundation as "Payee" will be forwarded to the Crohn's & Colitis Foundation for deposit in the Crohn's & Colitis Foundation bank account.
2. Only donations made directly to the Crohn's & Colitis Foundation are tax deductible (to the extent permitted by law). Donations made directly to a third-party event can thus be used to cover the event's expenses, but they are not tax deductible and the Foundation will not issue acknowledgments of these donations.
3. Due to liability concerns and the fact that these are third-party (and not Foundation-hosted events) events, the Crohn's & Colitis Foundation cannot provide staff support to third party events.
4. The business/organization/individual agrees that it acting on its own accord as an independent contractor, and no partnership, employment relationship, joint venture, franchise or agency with the Crohn's & Colitis Foundation is created by virtue of 3<sup>rd</sup> party event or agreement with third party event organizer.
5. The business/organization/individual agrees to indemnify and hold harmless the Foundation for any and all liability arising from injury or death, property damage or other loss experienced by, arising out of or relating to the 3<sup>rd</sup> party event. Further, the business/organization/individual acknowledges and accepts that it is its/his/her responsibility to ensure compliance with COVID-19 guidelines of the city and state where event takes place and to ask its invitees to do so. With full awareness and appreciation of the risks involved, business/organization/individual, on behalf of itself and invitees, their families, estates, heirs, executors, administrators, assigns, and personal representatives, hereby releases, discharges, holds harmless, and covenants not to sue the Foundation and any of its officers, directors, employees and agents from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by business/organization/individual or invitee related to COVID-19 while at third-party event.
6. The business/organization/individual agrees to minimize expenses related to the third-party event.
7. The business/organization/individual agrees to an "open book" policy, and to provide an event plan and budget, if requested by Foundation.
8. The business/organization/individual grants the Foundation the irrevocable right and permission in perpetuity to use photographs and/or video recordings associated with the third-party event and posted on social media at its discretion. Any photographs and/or video taken by you or others associated with your 3<sup>rd</sup> party event that are posted on social media by you and/or are submitted to the Foundation for use must be authorized by all parties in any photograph/video. An easy way of accomplishing this at the event is by letting attendees know by way of notice at the entrance to your event. Sample language is as follows: "By taking part in this event you grant the Crohn's & Colitis Foundation full rights to use the images resulting from the photography/video filming, and any reproductions or adaptations of the images for fundraising, publicity, or other purposes to help achieve the Foundation's goals. This might

include (but is not limited to), the right to use them in printed and online publicity, social media, press releases and funding applications.” If attendees proceed on to participate in your event, you have the required authorization.

9. Any use of our name, logo, or stationery in any mailing, advertising, or for the media must receive prior approval. The Crohn’s & Colitis Foundation has complete discretion to approve, deny or provide required modifications to the requested logo usage.
10. The Foundation will not promote 3<sup>rd</sup> party fundraisers on social media or other Foundation messaging channels.
11. The Crohn’s & Colitis Foundation will not enter into any agreement with a business/organization/individual when there is a potential conflict of interest with our programs and policies.
12. All fundraising is to be conducted for the exclusive benefit of Crohn’s & Colitis Foundation. Any variance must be approved in advance of the event.
13. The Crohn’s & Colitis Foundation does not release volunteer or donor names.
14. All third-party event organizers are responsible for providing insurance as required by law, or established business practice. They cannot rely on the Foundation’s insurance, as third-party event organizers will not be covered as additional insureds. If insurance is required, organizer must purchase an insurance policy at their sole expense, or from donations made directly to the third-party event. To purchase one day insurance, we suggest K&K Insurance, [www.kandkinsurance.com](http://www.kandkinsurance.com) (800-637-4757) or a similar insurance company.
15. A check for the third-party event's net proceeds (i.e. gross proceeds less all related expenses), must be delivered to the Crohn’s & Colitis Foundation within 10 days of the event's conclusion.

I individually, or as a representative of the below named business or organization, agree to the above requirements and hereby fully release, indemnify and agree to hold harmless the Crohn’s & Colitis Foundation and its affiliates, Officers, Directors, Trustees, agents, employees and representatives, successors and entities, together with their insurers, of and from any and all liability, claims, damages, expenses or causes of action for any reason arising directly or indirectly out of any 3<sup>rd</sup> party fundraiser that I may hold.

---

Name and Date

---

Representative and Chapter Name

---

Business or Organization (if applicable)

---

Third Party Event Name

---

Third Party Event Date