

## **Volunteer Contract**

I, the undersigned "Volunteer", understand and agree to this Volunteer Contract (this "Contract"), electronically signed in 2017, between me and As They Grow, LLC (the "Company"), which supersedes all previous correspondence, information, agreements, writings or contracts regarding my volunteering (including all written, electronic, email, website or verbal communications). I will be a volunteer for the Company's event to be held in 2017 (the "Event").

1. Volunteer agrees to indemnify, reimburse, defend and hold harmless the Company and its owners, parents, affiliates, agents, employees, officers, directors, managers, members, as well as the owner of the building and/or land where the Event is held, or any other volunteers or employees at the Event, insurers (collectively, the "Company Released Parties") for, from and against any and all claims of any kind or nature, including, without limitation, actions, causes of action, representations, damages, injuries, liabilities and demands whatsoever, in law, equity, arbitration or otherwise, whether known or unknown (collectively, "Legal Claims") arising from or related to (i) the Event, (ii) the services I perform as a volunteer, (iii) damage, theft, or loss of any items I may contribute or bring to the Event or any of my personal property I bring to the Event, (iv) any injuries or damage I may have against my personal property or my person while at or from the Event, or (v) from this Contract (collectively, the "Matters"), brought by Volunteer or on behalf of any person or entity which may be imposed on, incurred by, or asserted against the Company Released Parties, in any way relating to or arising out of the Event or the Matters. Volunteer acknowledges that the Company does not anticipate any thefts, damages, or losses and takes every precaution to prevent them, but the Company discloses that occasionally these events may occur.

2. Volunteer releases, discharges and acquits the Company Released Parties from and against any and all Legal Claims, existing at any time prior to or after the Event, including those for personal injury or loss of personal property, resulting from Volunteer's participation in the Event or arising from any Matters, from whatever cause either foreseen or unforeseen. In making and executing this release, it is the express understanding of Volunteer, and they so represent and warrant to the Company, that they do not rely, and have not relied, upon any representation or statement, oral or written, that is not contained herein, made by any party hereto or any party's agents, attorneys, or employees with respect to the Legal Claims being released herein, or with respect to the advisability of entering into and executing this release.

3. Volunteer agrees that at all times while at the Event, (i) I will not be under the influence of alcohol or drugs of any kind or nature whatsoever (except for prescription drugs used in accordance with appropriate medical direction), (ii) I will conduct myself with respect and courtesy towards others, (iii) I will not injure, fight, defame, argue or slander any other person at the Event, (iv) I will obey the direction and control of the Company and its managers, and (v) I alone will be responsible for any and all injuries or damages that I may cause at the Event to any other person's property or person. The foregoing conduct is necessary to ensure a smooth, orderly and successful event and sale.

4. In consideration of my volunteer services and entering into this Contract, if I am a consignor and I volunteer for 2 or more 4-hour work shifts, I will receive an additional 5% of what my items sell for (for a total of 70% of the items final sales price). All volunteers will receive one Volunteer Pre-sale wristband for each 4 hour shift worked. If a volunteer misses a shift without contacting a Company supervisor they will not be allowed to volunteer at subsequent events or sales. Volunteers must report to their designated shift 10 minutes prior to starting time. No children are allowed. I must notify a Company supervisor in advance if I am unable to make my designated shift.

5. I agree to the terms of the Non-Disclosure and Covenant Not to Compete Agreements located on the Company's website ([www.astheygrowsale.com](http://www.astheygrowsale.com)). I further agree that for a period of 18 months after the date of this Contract, I will not purchase, own, be an interested party in or start a children's consignment event business that competes with the Company and I will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar services and products as are now provided to any customer or client of the Company. These covenants shall apply to the geographic area that includes the area within a 50 mile radius from any Company sale location. I will not at any time or any manner, either directly or indirectly, use for personal benefit, or divulge, disclose or communicate in any manner any information that is proprietary or confidential to the Company.

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_, 2017

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_