



## Community Fundraiser Event or Program Proposal

### 1. Community Fundraising Event or Program Information

Official Name of event or program: \_\_\_\_\_

Date(s) and time(s): \_\_\_\_\_

Description of event (please explain in detail how funds will be raised; use attachments if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location of event (with address): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 2. Event Planning Information

Name of Planning Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

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

Individuals may be subject to further screening. Please provide the following:

Contact Date of Birth: \_\_\_\_\_

Would you like to fundraise online? Yes      No

Would you like a representative from Children's to attend your event? Yes      No

If yes, list length of time and expectations of staff member: \_\_\_\_\_  
\_\_\_\_\_

*\*Due to time and staff constraints, we may not be able to send a representative to your event*

### 3. Financial Information

Cost to attend/ participate in event: \_\_\_\_\_

Please provide the percentage of proceeds or specify a dollar amount that will be donated to Children's Hospital from this event \_\_\_\_\_

Please list current sponsors: \_\_\_\_\_

Please list possible sponsors: \_\_\_\_\_

Is there is a specific fund, department, program, etc. you want your donation designated to? (Undesignated funds will be used in areas of greatest need.)

No \_\_\_\_\_ Yes \_\_\_\_\_

Please include a copy of your event flyer and any marketing materials with your proposal or email them to [events@akronchildrens.org](mailto:events@akronchildrens.org)

### **Terms & Conditions**

By applying to register the event, I (the "Organizer") agree that Akron Children's Hospital Foundation (the "Foundation") or Children's Hospital Medical Center of Akron (doing business as Akron Children's Hospital, the "Hospital") may request, at any time and for any reason, that Organizer remove all references to the Hospital and/or the Foundation or any of their officers, directors, employees, contractors, agents and/or volunteers in any and all event communications, whether oral or written. In addition, Organizer represents and warrants:

1. Organizer has read, understood and hereby agreed to be bound by the Foundation's community fundraiser policies and procedures as outlined in the Akron Children's Hospital Community Fundraiser Toolkit.
2. All information provided in this application is true and correct, and Organizer agrees to provide immediate written notice to the Foundation in the event that any facts or circumstances applicable to the application change in any way. Organizer understands that Organizer may be subject to additional background screening prior to approval of the event or at any time prior to and up to the date of the event. The Foundation reserves the right to reject any event for any reason, including, but not limited to, the outcome of any background screening.
3. Organizer will comply with all applicable federal, state and local laws rules and regulations while planning, promoting and conducting the event.
4. Organizer will obtain all necessary insurance, licenses and permits at its sole expense, and will ensure such insurance, licenses and permits are effective through the conclusion of the event. Organizer will indemnify and hold the Hospital, the Foundation and any of their officers, directors, employees, contractors, agents and volunteers, harmless from any and all claims of any nature whatsoever (including reasonable attorneys' fees) arising out of, based upon, as a result of, or in any way connected with your event.
5. Organizer's event will not result in any costs or expenses to the Foundation or the Hospital. Organizer does not and will not look to the Hospital or the Foundation for any funding, reimbursement, insurance coverage or any other financial assistance.
6. Organizer will indemnify and hold the Foundation and the Hospital, and each of their respective officers, directors, employees, contractors, agents and volunteers, harmless from any and all claims of any kind or nature whatsoever arising out of, or in any way related to, the event and/or Organizer's breach of these general terms and conditions or the Community Fundraiser Event or Program Proposal.
7. The Foundation and the Hospital cannot sponsor or endorse fundraising events or products. Subject to the approval of the event and related event materials by the Foundation, event materials must clearly indicate that "Proceeds benefit Akron Children's Hospital." Use of the Foundation's logo or name and the Hospital's logo or name is not authorized without the prior written consent of the Foundation or the Hospital, as applicable.
8. A representative from the Foundation may be able to attend Organizer's event. Requests for personal appearances will be handled on a case-by-case basis, and subject to such person's availability.
9. Organizer shall not be authorized to, nor will any of Organizer's employees, representatives or volunteers, act as an agent of the Foundation or the Hospital. By way of example only, Organizer may not open a bank account in the Foundation's name or the Hospital's name, nor may Organizer endorse or attempt to negotiate any checks payable to the Foundation or the Hospital. Organizer agrees that Organizer will not represent to the public that Organizer enjoys any tax exempt rights or privileges as a result of Organizer's role in the event (unless Organizer has separate tax exempt status).
10. All checks and other funds raised must be forwarded to the Foundation for processing by the first to occur of (a) the ninetieth (90<sup>th</sup>) day following the event or (b) the last day of the calendar year in which the event occurred.

Organizer agrees that the percentage of proceeds or dollar amount specified in Organizer's program proposal is binding, and that any change to such percentage or dollar amount will require the Foundation's prior written consent.

11. Organizer agrees that any claim or dispute between Organizer and the Foundation or Hospital will be governed and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles, and exclusive venue will be the court of appropriate jurisdiction in Summit County, Ohio.
12. Organizer agrees to secure from any persons, groups, or businesses participating in physical activities a signed waiver and release of liability, which must include the following provision: "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 Akron Children's Hospital Foundation or Children's Hospital Medical Center of Akron, or any of their respective officers, directors, employees, contractors, agents and volunteers ("Releasees") for any claim, loss or liability that I may have arising out of my participation in the event, including any bodily injury, death or property damage whether caused by the negligence or carelessness on the part of any of the Releasees or otherwise, including, but not limited to, dangerous or defective property or equipment owned, maintained or controlled by any of them. I understand and agree that this Waiver and Release of Liability is binding on my heirs, assigns and legal representatives. 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 discharging the Releasees from any claims, losses or liabilities described herein."
13. These terms and conditions apply for the duration of the relationship between Organizer and the Foundation.