VOLUNTEER ACKNOWLEDGMENT AND RELEASE FORM (ADULT)
(to be signed by each volunteer prior to service at the Facility)

NPO Group Name: 

By signing below, you acknowledge and agree that:

1. **Active Status; Age.** You are a current, active volunteer of the not for profit group named above (“Group”). You are at least 18 years of age. If you will be handling or servicing alcohol at the Facility, you are at least the state-mandated minimum age (18, 19 or 21, depending on the state).

2. **Not For Profit Group Agreement.** You are familiar with the terms of the Not For Profit Group Agreement entered into by and between Group and Ovations Food Services, LP, d/b/a Spectra Food Services & Hospitality (“Spectra”), and you are volunteering your time and efforts to Group pursuant to such Not For Profit Group Agreement by providing volunteer fundraising activities (the “Activities”) at the **AVAYA STADIUM** (the “Facility”). You shall abide and comply with all of the terms and conditions of the Not For Profit Group Agreement applicable to you.

3. **Volunteer.** You acknowledge and agree that you are not an employee of Spectra, and understand that your services at the Facility are being provided for the benefit of the Group on an unpaid, volunteer basis, to raise money for the Group. You do not desire nor expect, and shall not demand, any compensation for my services from the Group, Spectra, or any other organization. You hereby waive any claims you may have against Spectra based on any employment relationship created with Spectra, including and claims for payment of compensation.

4. **Waiver; Publicity Consent.** You assume all risks of participating in the Activities at the Facility, including those caused by the negligent conduct or the Released Parties. You hereby waive, release and discharge Spectra, Comcast Spectacor, the Facility, the manager/operator of the Facility, and the owner of the Facility, and each of their respective employees, agents, members, partners, owners, representatives, affiliates, successors and assigns (collectively, the “Released Parties”), from any claims, demands, liabilities, damages, costs and expenses, including without limitation claims for bodily injury or death, arising out of or in connection with your services and Activities at the Facility, and the acts or omissions of any of the Released Parties. Further, you agree that Spectra may or the Facility operator or owner may use your image, likeness, or photograph, in still, electronic or video form, without payment or other compensation to you, for the purpose of promoting or marketing the Activities, the Facility, events at the Facility or fundraising activities in general, and hereby release the Released Parties from any claims associated therewith.

5. **Training.** You represent that you have successfully completed all trainings and other requirements of Spectra communicated to me.

6. **Arbitration Provision.**

   **General.** For purposes of this subpart (6): “you” means you individually and any person or entity claiming by or through you, or on your behalf. “We” or “us” means Spectra and each of the other Released Parties. “Covered Dispute” means any legal claim, controversy, or other dispute between you and us that relates to or arises out of your services or Activities at the Facility, excluding only Non-Covered Disputes. Any counterclaim or cross-claim asserted by you or us in connection with a Covered Dispute will be considered and decided as part of that Covered Dispute (to the extent such claims are not expressly excluded as “Non-Covered Disputes” as defined below). By way of example, and not by way of limitation, the term Covered Dispute includes any claim, controversy, or dispute based on negligence, claims for breach or express or implied contract, any claims for wages or other compensation, any other claims arising from any employment-related state or federal laws, and any other claims arising from the Activity. Any claim regarding the validity, enforceability, coverage, or scope of this procedure shall be considered a “Covered Dispute,” unless such claim falls within the definition of a “Non-Covered Dispute.” The foregoing list is not exclusive, and is provided only to illustrate examples of Covered Disputes covered by the terms of this subpart (6) (referred to herein as the “procedure”). All Covered Disputes, whether listed above or not, must be resolved as described in this procedure. “Non-Covered Disputes” are limited to any dispute either party has against the other in which it is seeking injunctive or equitable relief for claims alleging unauthorized use or dissemination of confidential or proprietary information.
**Mediation.** You are we agree that any Covered Dispute must be submitted to mediation so that you and we can attempt in good faith to resolve it. You and we will jointly select a mediator for the purpose of conducting such mediation, and the mediation will occur as promptly as practicable under the circumstances. Each of you and us will be responsible for its own costs and expenses incurred with respect to such mediation, except that the costs and expenses of the mediator will be evenly divided between you and us.

**Arbitration.** If three (3) days have passed since the beginning of the mediation and there is no resolution to the dispute, either you or us may elect to end the mediation. Any Covered Dispute not resolved through mediation will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association ("AAA") by a single arbitrator selected by the parties, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. To the extent there is a conflict between the terms of this Subpart (6) and the AAA rules, the terms of this Subpart (6) will govern, unless application of such terms would cause the AAA to decline to provide its services, in which case the AAA rules and procedures will govern (but in no circumstance will an arbitrator have the authority to hear or decide any Covered Dispute on a class, collective, or other group or representative basis).

**Venue and Governing Law.** Such arbitration shall take place in the County and State in which the Facility is located. Any judgment upon a decision by the arbitrator may be enforced in the courts located in such County and State and each Party consents to the jurisdiction of these courts for these purposes. The arbitrator must apply the substantive law, including the applicable burdens of proof and persuasion that would be applied by a court hearing the Covered Dispute in the venue of the arbitration. The arbitrator may grant any relief that could be granted by a court hearing the Covered Dispute, but will not have any authority to grant any other relief or otherwise limit or expand any substantive rights that would otherwise be available. Arbitration proceedings under this procedure shall comply with and be governed by the provisions of the Federal Arbitration Act and not by any state law concerning arbitration.

**Cost of Arbitration.** Fees, costs, and expenses of the arbitration will be handled as follows: (1 – Filing and Administrative Fees) the party claiming to be aggrieved is responsible for paying the applicable filing and administrative fee in effect and established by the AAA at the time the demand for arbitration is made; (2 – Arbitrator Fee and Related Costs) you and we will equally share the Arbitrator’s fees and other costs of the arbitration; and (3 – Attorneys’ Fees and Costs) each party will be responsible for its own attorneys’ fees and costs, but the arbitrator will have the authority to award either party reasonable attorneys’ fees and costs, subject to and in accordance with applicable law. The portion of any amounts to be paid by you under this procedure may be adjusted to the extent necessary for this procedure to be fully enforceable.

**Confidentiality.** To the maximum extent permitted by law, all aspects of any arbitration proceeding initiated under this procedure, including but not limited to any award and opinion issued, will be treated by you as strictly confidential. This confidentiality obligation does not apply to disclosures (a) necessitated by a later proceeding between the parties (e.g., to confirm or enforce an award, or have it reduced to judgment), (b) to comply with a valid court order, subpoena, or other direction by a court, (c) to a relevant governmental entity where you have a protected right to make such disclosure, or (d) as otherwise required by law.

**No Group/Class/Collective Claims or Consolidation of Claims.** Notwithstanding anything to the contrary, you agree that you may not bring any Covered Dispute on a class, collective, group, or representative basis against us, whether through rules regarding joinder, the AAA’s Supplementary Rules for Class Action Arbitration, or otherwise. No arbitrator shall have any authority to hear any Covered Dispute on a class, collective, or other group or representative basis. The parties are likewise prohibited from consolidating or joining Covered Disputes with the claims, controversies, or disputes of any other individual or entity without the other party’s written consent. If, however, there is more than one Covered Dispute between the parties, those Covered Disputes may be heard in a single arbitration.

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**THIS CONTRACT INCLUDES AN ARBITRATION PROVISION WITH A CLASS ACTION WAIVER. THE ARBITRATION PROVISION MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIM.**

Print Name: ____________________________
Address: __________________________________________
Signature: __________________________________________
Date: ____________________________