

# **MDA Carnival Web Site Terms and Conditions for Host Families**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEB SITE (the "Site"). This Site at MDA is fully controlled and operated by MDA. By accessing and using this Site, you are hereby agreeing to be legally bound by the terms and conditions of MDA. If you do not consent to MDA Terms and Conditions, please do not use this Site.

MDA reserves the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such changes and/or modifications shall become effective immediately upon the posting thereof. Please review the terms and conditions periodically. Your continued use of the Site following the posting of changes and/or modifications will constitute your acceptance of the revised terms and conditions. For your information, this page was last updated in June 2004.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

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## **MDA COMMUNICATIONS**

When a minor's parent/guardian accepts the Terms and Conditions of this site on behalf of his/her child, the parent/guardian agrees that he/she and his/her child may receive future communications from MDA, and consents to his/her child's identifiable information being provided to MDA. Within ten business days of receiving this information, we will use our best efforts to send the child's parent/guardian a notification e-mail advising of the child's request to receive by e-mail from MDA information and give the parent/guardian the option to either consent to MDA communicating with their child or to have the child's information removed from our database. At any time, the child's parent/guardian has the opportunity to request that MDA cease the communications with his/her child and delete the child's identifiable information from our database by following the "unsubscribe" instructions. In addition, parents/guardians may at any time review any identifiable information collected about their child (see Parental Consent & Access).

All identifiable information collected about children is used by MDA in connection with the MDA Carnival Program and is not shared with third parties.

## **DISCLAIMER AND LIMITATION OF LIABILITY**

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## **SAFETY**

It's very important to create a safe environment for the children and adults who come to your carnival. Here are some basic safety precautions:

- When selecting the location for your carnival, avoid areas that have easy access to swimming pools, ponds, lakes, trampolines, jungle gyms and swing sets. If one of these is on the property, prevent access to the area and have responsible adults monitor the area at all times.
- The use of amusement rides, pyrotechnics, fireworks, firearms, weapons, explosives, alcohol and drugs are strictly prohibited. These hazards should not be on the premises of the carnival site or in close proximity.
- Be sure that there are enough responsible adults to help supervise each activity at your carnival.
- Have at least one basic over-the-counter first-aid kit on the premises. Do not dispense medications of any kind to anybody. In case of an emergency call '911'.
- When giving prizes to young children, make sure the prizes do not pose choking hazards (i.e., marbles, coins, balloons).
- Don't leave small items such as prizes, game pieces, or tools unattended.
- Responsible adults should always accompany and supervise small children at all carnival activities.
- Use unbreakable materials such as plastic or paper whenever possible and avoid glass objects.
- Make sure that walkways and pathways are free of obstructions at all times.
- If electricity is necessary in a booth, place that booth as close to an electric outlet as possible. Make sure that there are no electrical cords and wires exposed. Do not run electrical cords across a walkway or pathway. Secure cords to the ground with duct tape or place chairs over cords to prevent tripping.
- Dispose of popped balloons and balloon fragments immediately. Small pieces of balloons can pose choking hazards.
- Serving food that requires refrigeration or heat is tricky. You must be careful to make sure food is kept cold (under 46° F) or hot (above 145.4°) temperature. This requires special equipment,

including food thermometers. The best policy is to avoid foods that require refrigeration or heat to stay fresh.

- Always have sufficient drinking water available to safeguard against carnival participants becoming dehydrated.
- If necessary and required by law, the host family will obtain a permit for your MDA carnival.

### **THIRD-PARTY HYPERLINKS**

The appearance of external hyperlinks generated by third parties does not constitute endorsement by MDA, its subsidiaries and affiliates of the opinions or views expressed by these third-party Web sites and MDA does not verify, endorse, or take responsibility for the accuracy, currency, completeness or quality of the content contained at these sites. Furthermore, MDA is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such sites. As such, neither MDA nor its subsidiaries and affiliates will be responsible for any errors or omissions or for the results obtained from the use of such information contained in these sites. Finally, MDA will under no circumstances be liable for any direct, indirect, incidental, consequential loss or other damage, whether arising from any cause whatsoever including but not limited to negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third-party hyperlinked sites.

### **INDEMNIFICATION & HOLD HARMLESS**

You the parent/guardian host family agree to fully indemnify, defend and hold harmless, MDA, and its respective officers, directors, employees, agents, chapters, assignees, volunteers, licensors, representatives, heirs, executors administrators, successors and assigns from and against all losses, expenses, damages and costs, including attorneys' fees, resulting from any violation of this agreement or any violation of law by you. MDA reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, as the host family, in which event you will fully cooperate with MDA in asserting any available defense.

### **WAIVER & RELEASE OF LIABILITY**

In consideration of MUSCULAR DYSTROPHY ASSOCIATION, INC. ("MDA®") permitting me and my family, including my child (ren), who is (are) under 18 to host MDA's Carnival Program at our residence, I hereby, and for me and my child(ren)'s heirs, executors, administrators, successors, assigns, WAIVE AND RELEASE ANY AND ALL RIGHTS AND CLAIMS OF ANY NATURE, FOUNDED IN WHOLE OR IN PART UPON ANY TYPE OF NEGLIGENCE OR OTHER CAUSE OF ACTION, that I, my child(ren) may have against MDA, its officers, directors, employees, agents, chapters, assignees, licensees, volunteers, representatives, heirs, executors, administrators, successors and assigns (the "Released Parties") arising out of or resulting from any and all injuries or damages of any nature, including death, which I, my child(ren) or carnival participants may suffer while taking part in the Carnival or any activities connected with the Carnival. I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE any or all of the Released Parties in connection with the event.

Consent also is hereby given for MDA to use my and my child(ren)'s name, picture, portrait, likeness, writings and biographical information, and audiotape and/or videotape recordings and sound or silent motion pictures of me and my children in any media for editorial, educational, promotional, and

advertising purposes, for the solicitation of contributions, and for any other purpose in furtherance of the corporate purposes and objectives of MDA.

### **All Carnival proceeds must be sent to MDA with the MDA Carnival Summary Form**

When you host a Carnival for MDA, you are helping MDA fight muscular dystrophy by raising money for:

- **Research** to find treatment and cures for muscular dystrophy.
- **Medical clinics** staffed by doctors, nurses and therapists who specialize in muscle diseases.
- **Wheelchairs, leg braces** and **communication devices** to help kids and adults.
- **Summer Camp** for kids with muscular dystrophy. Everything at camp is specially designed for kids with weak muscles. Some kids say it is the "best week of the year!"

### **MISCELLANEOUS**

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This Agreement contains the entire understanding and supersedes all prior understanding of the parties hereto relating to the subject matter hereof, and cannot be changed or terminated orally.

**By agreeing to this document, I certify that I have read this document and fully understand it, and that I am not relying on any statements or representations of any Released Party. This document shall be binding upon me and my child(ren), our heirs, executors, administrators, representatives, successors and assigns.**

Children under the age of 18 must have their parent or legal guardian accept the Terms and Conditions on their behalf to participate in the MDA Carnival Program

- I am over 18 years of age and accept Terms & Conditions and consent to host an MDA Carnival.
- I parent/guardian accept Terms & Conditions on behalf of myself and my child(ren) who is (are) under 18 years of age and we consent to host an MDA Carnival.
- I parent/guardian do not accept Terms & Conditions and I do not consent to host an MDA Carnival.
- I parent/guardian do not accept Terms & Conditions and I do not consent to host an MDA Carnival, but I will support Jerry's kids® in other ways! Please send me information about other ways my family might help MDA find treatments and cures for muscular dystrophy.