

Policies and Procedures for Fundraising Events

Valley Children's Healthcare Foundation welcomes and encourages businesses, organizations and clubs to conduct fundraising activities on behalf of the children of Central California. The Foundation is a private 501(c)(3) non-profit organization whose purpose is to raise funds to support the mission of Valley Children's Healthcare. The following guidelines are provided to help in planning and staging special events:

Written Approval: All fund raising activities require prior, written approval from the Foundation office. Please complete and return the "*Fundraising Application Form*" and the "*Release, Assumption of Risk & Indemnity Agreement*." Please allow five business days for the approval process.

Name/Logo Usage: The use of the Valley Children's Healthcare name and logo by a for-profit business or organization **MAY** require a guaranteed minimum contribution upon approval of the Foundation office. All proceeds from fundraising activities shall be remitted to the Foundation within 60 days of the event's completion. By using the Valley Children's Healthcare name for your event you are agreeing to follow the required procedures regardless of the financial outcome of the event. Use of the organization's name and logo to promote an event is subject to pre-approval by the Foundation office. Copies of all materials – press releases, flyers, posters, tickets, etc. – must be pre-approved and conform to the guidelines established by the Communications Department. Valley Children's Healthcare reserves the right of refusal on all materials that include Valley Children's Healthcare's name and/or logo.

Use of Hospital Grounds: Any outside group or organization that wishes to host a fundraising activity on the Hospital grounds must have prior approval by the Hospital Board of Directors and must submit a request in writing separate from the "*Special Event Application Form*".

Non-Profit Organizations: Non-profit organizations must also comply with the Policies and Procedures for Fundraising Events. However, non-profit organizations that wish to make a donation to the Hospital are not required to meet a minimum dollar amount, but are required to get prior approval for the use of the Hospital's name and logo. All proceeds from fundraising activities should be remitted to the Foundation within 60 days of the event's completion.

Proceeds: To comply with Internal Revenue Service requirements, the method through which the donation is to be generated must be *clearly stated* by the sponsoring organization. Examples of clearly stated wording: "\$1.00 per book purchased;" "10% of all proceeds;" "\$5.00 from every ticket sold." Examples of unclear wording include: "Partial proceeds to benefit;" or "Proceeds to benefit." Copies of financial statements that indicate the gross, net and proceeds to the Hospital must also be submitted upon completion of the event.

Dual Beneficiaries: Prior approval by the Foundation is required whenever an event will benefit other non-profit groups in addition to Valley Children's Healthcare.

Insurance Coverage: Liability insurance coverage for any fundraising activity is the responsibility of the organizing group. **Proof of insurance is required at the time of application.**

We are grateful that you selected Valley Children's Healthcare as the recipient of your fundraising activity. Your successful fundraiser will help ensure that Valley Children's can continue its mission of providing the best medical care possible to all children in the Central Valley. If you have any questions as you plan your event, please contact the Foundation office at (559) 353-7100 or by e-mail at foundation@valleychildrens.org.

<https://donate.valleychildrens.org/holdafundraiser>



Fundraising Application Form

9300 Valley Children's Place
Madera, CA 93636

(559) 353-3000
valleychildrens.org

ORGANIZER INFORMATION

Name of sponsoring organization/individual: _____

Contact person: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Business Phone: _____

Fax: _____ E-mail: _____

Are you a grateful family of Valley Children's? _____

EVENT INFORMATION

Event name: _____

Description of Event: _____

Location(s): _____

Date(s) and time(s): _____

Method of raising funds: _____

Will you be advertising or publicizing this event? If yes, who will be in charge of doing so and what avenues will you use (radio, television, newspaper)? _____

Who is your target audience? _____



FINANCIAL INFORMATION (please estimate):

Estimated gift to Valley Children's: _____

or

Percentage of proceeds to Valley Children's: _____

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valleychildrens.org

USE OF FUNDS

Please indicate where you want the donated funds to be used:

- Where the need is greatest in the Hospital.
- Other *(please specify)* _____
- Does the event benefit other organizations? *(Please specify)* _____

PLEASE PROVIDE PROOF OF INSURANCE

Until written permission has been granted by the Foundation, contributions may not be solicited in the name of Valley Children's Healthcare and the name "Valley Children's Healthcare" may not be used for any purpose.

I have read and agree to abide by the Special Events Policies and Procedures as set forth by Valley Children's Healthcare Foundation. The information provided on this form is correct and accurately describes the proposed event.

Signature

Date

This form is due no later than six (6) weeks prior to the proposed event start date. Completion of this form does not guarantee approval. You will be contacted if further information is needed. Written response from Valley Children's Healthcare Foundation will be sent to the address listed above within five (5) business days of receipt of your application. If you have any questions regarding this form or your fundraising event, please contact the Foundation at (559) 353-7100 or by e-mail at foundation@valleychildrens.org.

**Please return completed forms to:
Valley Children's Foundation
Attn: Community Events
9300 Valley Children's Place
Madera, CA 93636
Fax: 559-353-7160**

RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of my and/or my child's voluntary participation in the following activity/event: _____, on _____, 20__ ("Activity"), I, the undersigned, for myself, my heirs, personal representatives or assigns, hereby release Valley Children's Healthcare and Valley Children's Healthcare Foundation, and each of its directors, officers, affiliated physicians, employees, volunteers, representatives, agents, event holders, event sponsors, event directors, event organizers, event volunteers, and event officials ("Releasees"), from liability for any and all claims including negligence of the Releasees, resulting in personal injury, accident or illness (including death) and/or property loss arising from, but not limited to, participation in the Activity. I expressly waive any and all rights I may have under California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor" **Initials** _____.

I also acknowledge the Activity carries with it the inherent risks of property loss or serious injury, including death, regardless of the care taken to avoid such losses or injuries. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, and actions of other people including but not limited to, participants, volunteers, spectators, event officials, and event monitors, the organizer of the Activity, and/or lack of hydration. I acknowledge that my participation is voluntary and that I knowingly assume all of the risks of my/my child participating and/or volunteering in the Activity. I acknowledge this form will govern my actions and responsibilities at the Activity. **Initials** _____.

I also agree to indemnify and hold harmless the Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees as a result of my/my child's involvement in the Activity and to reimburse the Releasees for such expenses.

I understand I may be photographed at this activity. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by Valley Children's Healthcare, Valley Children's Healthcare Foundation, and other sponsors, organizers and/or assigns. **Initials** _____.

I have read this Release, Assumption of Risk and Indemnity Agreement and fully understand its terms. I understand I am giving up substantial rights for myself/my child, including the right to sue. I am signing this Agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PRINT NAME: _____

SIGNATURE: _____ **DATE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE (H) _____ **(W)** _____ **E-MAIL:** _____

EMERGENCY CONTACT: _____ **PHONE**(_____) _____ - _____

PARENT OR GUARDIAN FOR MINORS (UNDER 18 YEARS OF AGE): In signing below the undersigned parent/guardian represents that he/she is, in fact, acting in such capacity and agrees to indemnify and hold harmless the Releasees from claims, actions, suits, procedures, costs, expenses, damages and liabilities which may be imposed because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

CIRCLE ONE: PARENT / GUARDIAN / VOLUNTEER

SIGNATURE OF PARENT/GUARDIAN/VOLUNTEER: _____

DATE: _____