

## SAMMONS CENTER FOR THE ARTS

### Volunteer Assumption of Risk, Release of Liability and Indemnity Form

By signing below, I verify that I am 18 years of age or older; that I desire to work as a volunteer for Sammons Center for the Arts and engage in activities related to providing resources and a facility to arts organizations and artists; that I have read and completely understand this Volunteer Assumption of Risk, Release of Liability and Indemnity Form (this “*Release*”); and that I agree to be bound by all of its terms. In consideration for being permitted to volunteer with Sammons Center for the Arts, I, on behalf of myself, my personal representatives, heirs, next-of-kin and assigns, agree as follows:

1. **Volunteer Services.** I understand and agree that my services for Sammons Center for the Arts are charitable in nature and entirely voluntary and that I will receive no compensation, insurance coverage or cost reimbursement of any kind.
2. **Acknowledgement of Risks.** I understand that I volunteer with Sammons Center for the Arts at my own risk, and that attendant risks for volunteering with Sammons Center for the Arts include all risks associated with providing resources and a facility to arts organizations and artists, including, but not limited to, injuries, illnesses, death, property damage, or any other kind of harm (pecuniary, bodily or emotional) to me caused by: moving furniture or heavy objects; bending, lifting or stooping; driving to and attending concerts and special events; serving food or drinks, and engaging in office-related and administrative tasks.
3. **Assumption of Risks and Release.** I understand that my volunteer activities with Sammons Center for the Arts include but are not limited to the aforementioned risks, and I hereby expressly and specifically assume the risk of injury, illness, death, property damage or any other harm of any nature whatsoever (pecuniary, bodily or emotional) to my person or property that may arise from these activities, and release Sammons Center for the Arts, and its officers, directors, employees, agents, contractors and other Sammons Center for the Arts volunteers (collectively, the “*Released Parties*”) from all liability for injury, illness, death, property damage or any other harm of any nature whatsoever arising out of or in any way connected with these activities, **WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE.**
4. **Release and Indemnity.** I hereby waive, release and forever discharge the Released Parties from any and all liabilities, losses, causes of action, claims, demands, judgments, costs and expenses of any kind or nature, either in law or in equity, known or unknown, foreseen or unforeseen, **WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE** (collectively “*Claims*”), that I now or in the future may have arising out of or in any way connected with my volunteer activities with Sammons Center for the Arts. I further agree to indemnify, hold harmless and defend the Released Parties against all Claims against them, **WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE**, that may arise out of any act or omission by me in connection with my volunteer activities with Sammons Center for the Arts.
5. **Publicity Release.** I hereby give permission to Sammons Center for the Arts to take photographs and record video and audio images of me doing my activities with Sammons

Center for the Arts and I grant and convey unto Sammons Center for the Arts all right, title and interest in any and all such photographs, images and video and audio recordings of me, including, but not limited to, any royalties, donations, proceeds, or other benefits derived from such photographs, images and video and audio recordings. I further permit Sammons Center for the Arts to publish and republish these photographs, images and video and audio recordings at will on their Web site and in other media for advertising and fundraising.

6. **Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that this Release shall be governed by, and interpreted in accordance with, the laws of the State of Texas. If any clause or provision in this Release is held to be invalid by any court of competent jurisdiction, I further agree that the invalidity of such clause or provision shall not otherwise affect this Release's remaining clauses or provisions, which shall continue in full force and effect.

I HAVE READ AND COMPLETELY UNDERSTAND THIS RELEASE AND AGREE TO BE BOUND BY ALL OF ITS TERMS.

Volunteer Name: \_\_\_\_\_

(please print)

Signature  
of Volunteer: \_\_\_\_\_

Date: \_\_\_\_\_

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

City, State & Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Age: \_\_\_\_\_

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

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

Emergency Contact

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

Relationship: \_\_\_\_\_

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

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

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

## SAMMONS CENTER FOR THE ARTS

### Assumption of Risk, Release of Liability and Indemnity Form for Minor Volunteer

This Assumption of Risk, Release of Liability and Indemnity Form for Minor Volunteer (this “**Release**”) is executed by \_\_\_\_\_, a minor child under the age of 18 (“**Minor**”), and \_\_\_\_\_, the parent having legal custody and/or the legal guardian of Minor (“Guardian,” and together with Minor, “we” or “us”). In consideration for Minor being permitted to volunteer with Sammons Center for the Arts, we, on behalf of ourselves, our personal representatives, heirs, next of kin and assigns, agree as follows:

1. **Volunteer Services.** We understand and agree that Minor’s services for Sammons Center for the Arts are charitable in nature and entirely voluntary and that we will receive no compensation, insurance coverage or cost reimbursement of any kind. We verify that we desire that Minor work as a volunteer for Sammons Center for the Arts and engage in activities related to providing resources and a facility to arts organizations and artists.
2. **Acknowledgement of Risks.** We understand that Minor is volunteering with Sammons Center for the Arts at Minor’s own risk, and that attendant risks for volunteering with Sammons Center for the Arts include all risks associated with providing resources and a facility to arts organizations and artists , including, but not limited to, injuries, illnesses, death, property damage, or any other kind of harm (pecuniary, bodily or emotional) to Minor caused by: moving furniture or heavy objects; bending, lifting or stooping; driving to and attending concerts and special events; serving food or drinks, and engaging in office-related and administrative tasks.
3. **Assumption of Risks and Release.** We understand that Minor’s volunteer activities with Sammons Center for the Arts include but are not limited to the aforementioned risks, and we hereby expressly and specifically assume the risk of injury, illness, death, property damage or any other harm of any nature whatsoever (pecuniary, bodily or emotional) to Minor’s or Guardian’s person or property that may arise from these activities, and release Sammons Center for the Arts, and its officers, directors, employees, agents, contractors and other Sammons Center for the Arts volunteers (collectively, the “**Released Parties**”) from all liability for injury, illness, death, property damage or any other harm of any nature whatsoever arising out of or in any way connected with these activities, **WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE.**
4. **Release and Indemnity.** We hereby waive, release and forever discharge the Released Parties from any and all liabilities, losses, causes of action, claims, demands, judgments, costs and expenses of any kind or nature, either in law or in equity, known or unknown, foreseen or unforeseen, and **WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE** (collectively “**Claims**”), that either of us now or in the future may have arising out of or in any way connected with Minor’s volunteer activities with Sammons Center for the Arts. Guardian further agrees to indemnify, hold harmless and defend the Released Parties against all Claims against the Released Parties, **WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE**, that may arise out of any act or omission by Minor in connection with Minor’s volunteer activities with Sammons Center for the Arts.

