



VOLUNTEER RELEASE & WAIVER



VOLUNTEER NAME: _____

EMERGENCY CONTACT:

NAME: _____ **RELATIONSHIP:** _____

HOME PHONE: _____ **CELL PHONE:** _____

VOLUNTEER RELEASE AND WAIVER OF LIABILITY

I desire to provide volunteer services for Fort Wayne Ballet, Inc., an Indiana not-for-profit corporation ("Organization") and an affiliate of Arts United of Greater Fort Wayne, Inc., an Indiana not-for-profit corporation ("Arts United").

- 1. Volunteer Status.** I understand that (a) the scope of my relationship with Organization is limited to a volunteer position and that no compensation is expected in return for services I provide as a volunteer; (b) neither Organization nor Arts United will provide me any benefits traditionally associated with employment; (c) I am not covered by Organization's or Arts United's worker's compensation insurance, health insurance, disability insurance or any other similar coverage; and (d) I am responsible for my insurance coverage in the event of personal injury or illness as a result of my services as a volunteer to Organization. I am physically able, with or without accommodation, to participate as a volunteer. I understand I may decline to perform any volunteer role or duties. I agree to advise Organization of any pre-existing condition(s) that may preclude my involvement in any activity to be performed as a volunteer.
- 2. Waiver and Release of Liability.** I acknowledge that serving as a volunteer may involve a risk of personal injury (including fatal injuries) and property damage. I knowingly ASSUME ANY AND ALL RISKS associated with my volunteer experience. I, for myself, my personal representatives and all others who might have a similar claim, hereby IRREVOCABLY AND UNCONDITIONALLY FOREVER RELEASE, WAIVE AND DISCHARGE any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, suits, rights, demands, costs, losses, debts and expenses arising directly or indirectly from my volunteer experience (collectively, "Claims") against Organization, Arts United or any of their respective affiliates, owners, predecessors, successors, assigns, agents, directors, officers, employees and representatives (the "Released Parties"). I understand that this Section 2 applies to all Claims of any nature whatsoever, whether known or unknown, suspected or unsuspected, foreseen or unforeseen.
- 3. Hold Harmless.** I agree to DEFEND, INDEMNIFY AND HOLD HARMLESS any of the Released Parties from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind (including without limitation attorneys' fees) that are incurred or suffered by any of the Released Parties (collectively, "Losses") on account of any and all third party charges, complaints, actions, suits, demands and claims (collectively, "Third-Party Claims") arising directly or indirectly from my failure to comply with the terms and conditions of this Agreement or my negligent act(s) or omission(s) or reckless or willful misconduct in connection with my volunteer services with Organization.
- 4. Consent.** Without limiting the foregoing, (a) in the event I sustain a personal injury as a result of my services as a volunteer to Organization, I authorize all necessary medical treatment that may be prescribed by qualified medical personnel, and I agree that I will be solely responsible for payment of all costs arising from any such injury and medical treatment; and (b) I consent to the use of my name and/or photograph or likeness by Organization without any compensation or inspection.
- 5. General Provisions.** (a) Any proposed amendment, discharge, termination or change to this Volunteer Release and Waiver of Liability ("Release") must be in writing and authorized by Organization in writing. (b) The waiver by Organization of a breach of any provision of this Release shall not operate or be construed as a waiver of any subsequent breach, and no waiver shall be valid unless it is in writing and is signed by the party against whom such waiver is sought. (c) I agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and that this Release is to be construed in accordance with the laws of the State of Indiana, and any dispute regarding the matters set forth herein shall be resolved in the federal or state courts sitting in Allen County, Indiana. (d) I expressly agree that if any provision of this Release is held invalid, that the balance of the Release shall, notwithstanding, continue in full legal force. (e) I understand that the terms and conditions of the following provisions of this Agreement will survive my completion of the volunteer experience with Organization: Sections 2, 3, 4 and 5.

INITIAL THE APPLICABLE STATEMENT:

_____ I am at least 18 years old. I have carefully read this Release in its entirety and know its contents.

_____ I am under the age of 18 or have a legal disability. I have carefully read this Release in its entirety and know its contents.

_____ My parent or legal guardian has signed this Release on my behalf.

Volunteer Name: _____ Signature: _____

Date: _____

As parent or legal guardian of the Volunteer named above who is under the age of 18 or who has a legal disability, I hereby represent that I have carefully read this Agreement in its entirety and know its contents and hereby sign this Agreement on behalf of the Volunteer named above.

Parent/Guardian Name: _____ Phone: _____

Parent/Guardian Signature: _____ Date: _____