



ART SCHOOL | ART MARKET | ART EXHIBITIONS | ART & APPLES FESTIVAL®

### Volunteer Release and Waiver of Liability Form

This Release and Waiver of Liability (the "release") executed for **September 7, 8, & 9, 2018** by \_\_\_\_\_ ("Volunteer") releases **Paint Creek Center for the Arts**, ("Nonprofit"), a nonprofit corporation organized and existing under the laws of the State of Michigan and each of its directors, officers, employees, and agents. The Volunteer desires to provide volunteer services for Nonprofit and engage in activities related to serving as a volunteer.

Volunteer understands that the scope of Volunteer's relationship with Nonprofit is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that Nonprofit will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteers is responsible for his/ her own insurance coverage in the event of personal injury or illness as a result of Volunteer's services to Nonprofit.

1. Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless Nonprofit and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services I provide to Nonprofit. I understand and acknowledge that this Release discharges Nonprofit from an liability or claim that I may have against Nonprofit with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to Nonprofit or occurring while I am providing volunteer services.
2. Insurance: Further I understand that Nonprofit does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of the Nonprofit.
3. Medical Treatment: I hereby Release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Nonprofit.
4. Assumption of Risk: I understand that the services I provide to Nonprofit may include activities that may be hazardous to me including, but not limited to physical activity, loading and unloading, transportation to and from the site, contact with unidentified and/or unfamiliar persons. As a volunteer, I hereby expressly assume risk of injury or harm from these activities and Release Nonprofit from all liability.
5. Photographic Release: I grant and convey permission to Nonprofit to do the following for Nonprofit use and without charge; use at the discretion of display at a service or event or be used in a multimedia presentation, reprint and distribute for any non-profit publication with copyright to accompany photo when used or display on Nonprofit website.
6. Other: As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

\_\_\_\_\_  
Volunteer Name (please print)

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

\_\_\_\_\_  
Date