

## VOLUNTEER ARTIST AGREEMENT AND RELEASE

This Volunteer Agreement and Release (“**Agreement**”) is made as of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, an individual (hereinafter referred to as “**Volunteer**”), and Artists For Trauma, a California nonprofit public benefit corporation (hereinafter referred to as “**Nonprofit**”).

### Recitals

WHEREAS, Volunteer is engaged in the business and/or activity of creating art, including but not limited to the artistic mediums of drawing, painting, photography, sculpture, digital mediums, video and/or film (“**Artwork**”).

WHEREAS, Nonprofit is a nonprofit organization engaged in offering rehabilitative sessions to trauma level 1 survivors (“**Survivors**”) to use art to express themselves, to recover from the trauma that they have endured and to aid patients’ anger, frustration, confusion, self awareness and self acceptance during such rehabilitation. (the “**Mission**”).

WHEREAS, in furtherance of the Mission, and with assistance from Volunteer, Nonprofit is able to accomplish its Mission.

WHEREAS, Volunteer desires to assist Nonprofit and its network of Survivors, for no compensation, including but not limited to assisting Survivors in creating all forms of Artwork.

WHEREAS, Volunteer is doing so without charge and, specifically, shall be entitled to and receive no rights to ownership in the Artwork.

WHEREAS, Survivor shall be the owner of the Artwork, however, Nonprofit shall retain the right to use Volunteer’s Artwork promotional, fundraising, programmatic and marketing purposes.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto agree as follows.

### Agreement

1. Recitals. The Recitals hereinabove are hereby incorporated into this Agreement and made a part hereof as is separately set forth herein.

2. By signing this Agreement, Volunteer hereby agrees and acknowledges that he/she has made the informed decision to act as an uncompensated volunteer of Nonprofit.

**VOLUNTEER HEREBY ACKNOWLEDGES THAT THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY INCLUDING RIGHTS AND THAT BY SIGNING IT, HE/SHE, FOR HIS/HERSELF AND FOR HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, ASSIGNEES AND SUCCESSORS IN INTEREST, IS ASSUMING THE RISKS ASSOCIATED WITH VOLUNTEERING AND THAT HE/SHE, TO THE FURTHEST EXTENT PERMISSIBLE BY LAW, IS RELEASING NONPROFIT, ITS OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS AND VOLUNTEERS FROM ANY AND ALL LIABILITY FOR DAMAGE**

**TO OR LOSS OF HIS/HER PERSONAL PROPERTY, SICKNESS OR INJURY FROM ANY SOURCE, DEATH, OR LOSS OF MONEY WHICH MIGHT OCCUR WHILE VOLUNTEERING. FURTHER, HE/SHE ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THIS VOLUNTEER AGREEMENT AND RELEASE IS A VALID AND BINDING AGREEMENT AND THAT HE/SHE HAS READ IT CAREFULLY AND UNDERSTANDS AND AGREES TO BE BOUND BY THE CONTENTS HEREOF.**

Further, by signing below, Volunteer hereby expressly warrants and represents that he/she has been made aware of, agrees to and acknowledges each of the following for his/herself, his/her heirs, next of kin, executors, administrators, legal representatives, assignees and successors in interest:

1. Volunteer is over eighteen (18) years of age.
2. Volunteer freely and knowingly agrees to volunteer his/her time to assist and provide volunteer services in connection with Nonprofit's programs and/or activities in furtherance of its Mission. Specifically, he/she will be performing certain volunteer services more particularly described as follows: helping Survivors create art for the purpose of assisting Trauma Level 1 survivors and Nonprofit's mission; assisting Nonprofit with rehabilitative services for Trauma Level 1 survivors, Nonprofit and its Mission, and its programs; (hereinafter such volunteer services, whether conducted inside or outside of the United States, shall be collectively referred to as the "**Services**").
3. Volunteer hereby expressly acknowledges, agrees, warrants and represents that he/she is acting as a volunteer and not in the capacity of an employee, agent, independent contractor or similar capacity of Nonprofit or any other person or entity, including but not limited to individuals and/or entities related to Nonprofit. Volunteer acknowledges, agrees, warrants and represents that he/she will not be compensated in any way by Nonprofit for the Services and that he/she does not expect to receive compensation of any kind from any source, including but not limited to Nonprofit, for such Services. Further, Volunteer acknowledges, agrees, warrants and represents that neither Nonprofit nor any third party has promised, nor otherwise implied, that Volunteer will receive any compensation, either in cash or in kind, for the Services. Accordingly, Volunteer has no expectation whatsoever for any compensation from Nonprofit or any other third party in exchange for his/her Services; further, Volunteer is freely performing the Services for charitable, civic and humanitarian reasons and is not acting under pressure or coercion from Nonprofit or any third party. Furthermore, all work created by or in conjunction with Volunteer is done so as a "work for hire". The term "work for hire" shall be defined as is commonly understood under the United States Copyright Act and any amendments.
4. Volunteer hereby grants to Nonprofit and Nonprofit's affiliates, and each of their directors, officers, employees and agents, successors, licensees and assigns, the worldwide, perpetual and irrevocable right to photograph and/or videotape Volunteer and/or to record his/her performance during his/her performance of the Services and to use said photography, video, sound recording and/or other likeness (the "**Images**"), in the production, distribution, promotion and advertisement of the Mission.
5. In connection with this Agreement and in addition to those other rights contained herein, Volunteer hereby agrees and consents that Nonprofit shall have the right to edit the Images as Nonprofit sees fit in its sole and unfettered discretion and that Nonprofit shall have all right, title and interest in any and all results from the use of the Images. The rights herein granted to Nonprofit shall include, but are not limited to, the right to use the Images to such extent and in such manner, in and in connection with the Mission, as Nonprofit in its sole and complete discretion may determine, and the right to

distribute and exhibit the Images, including but not limited to said photography, audiovisual and/or sound recordings, by any method and in any manner, including theatrically, non-theatrically, and by free television, public television, cable television, videocassette, DVD, internet or otherwise. Volunteer hereby releases Nonprofit from any and all claims, liabilities, damages and/or costs arising out of Nonprofit's use of the Images, or other likeness of Volunteer.

6. Volunteer hereby acknowledges, agrees, warrants and represents that he/she will abide by all laws, rules, regulations and procedures of state and federal law while carrying out activities in furtherance of the Services. Volunteer further agrees to act courteously at all times to any and all individuals with whom he/she has contact, including but not limited to those individuals benefiting from Nonprofit's programs, as well as other volunteers, and to account for all art supplies, money, books, records, goods or other property entrusted to him/her by Nonprofit, if any. Further, Volunteer hereby warrants and represents that, in performing the Services, Volunteer will not disparage or otherwise damage the reputation or goodwill of Nonprofit, or any related organization with which Nonprofit may work to accomplish its Mission, and will abide by the rules, regulations, procedures and standards of conduct of Nonprofit.
7. To the furthest extent permissible by law, Volunteer hereby releases Nonprofit, and Nonprofit's officers, directors, agents and employees, from any and all liabilities, claims, damages, costs and/or responsibilities associated with his/her performance of the Services, including but not limited to those resulting from personal injury or property damage which he/she may suffer while performing the Services, including but not limited to injury or damage caused by Volunteer's intentional acts, negligence (gross or otherwise), or willful or wanton conduct and/or the intentional acts, negligence (gross or otherwise), or willful or wanton conduct of third parties.
8. Volunteer agrees and acknowledges that, to the furthest extent of the law, Nonprofit shall have no responsibility or liability whatsoever for any of Volunteer's acts, omissions or failures to act in rendering the Services, including but not limited to Volunteer's negligence, intentional acts, gross negligence, or willful or wanton conduct. Further, Volunteer hereby agrees to indemnify and release Nonprofit and its officers, directors, agents and employees from any and all liabilities, claims, damages, costs (including but not limited to attorney's fees) resulting from any of Volunteer's acts, omissions or failures to act in rendering the Services, including but not limited to Volunteer's negligence, intentional acts, gross negligence, or willful or wanton conduct.
9. Volunteer hereby agrees and acknowledges that the validity, interpretation and enforcement of this document and any dispute arising out of his/her performance of the Services, whether in contract, tort, equity, or otherwise, will be governed by the laws of the State of California.
10. Volunteer hereby agrees that if any provision of this document, or any portion thereof, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this document shall nevertheless remain in full force and effect, and such provision shall be deemed deleted from this Agreement and replaced with a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision.
11. Volunteer hereby agrees that this Agreement may be executed in any number of counterparts and by facsimile transmission or any other form of electronic or digital signature, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the

legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached hereto.

12. Volunteer hereby agrees that this Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to this Agreement.

**VOLUNTEER HAS BEEN GIVEN A COPY OF THIS AGREEMENT FOR HIS/HER PERSONAL RECORDS AND THIS INFORMATION WAS PROVIDED TO HIM/HER IN A LANGUAGE HE/SHE CAN READ AND UNDERSTAND. BY SIGNING BELOW, VOLUNTEER HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTOOD THE ABOVE DISCLOSURES AND REPRESENTATIONS AND AGREES TO AND ACKNOWLEDGES THE INFORMATION PROVIDED HEREIN.**

\_\_\_\_\_  
Print Name, Volunteer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Print Name, Volunteer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

Artists For Truama (“Nonprofit”)

By \_\_\_\_\_  
Laura Sharpe, President/Director

\_\_\_\_\_  
Date