

## VOLUNTEER 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, 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, Volunteer desires to assist Nonprofit with their 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.

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.

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: \_\_\_\_\_  
\_\_\_\_\_ (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.
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 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. 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.
6. 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.

\_\_\_\_\_  
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