



VOLUNTEER

WAIVER OF LIABILITY and HOLD HARMLESS AGREEMENT

Waiver of Liability. In consideration of my participation as an Art Center of Corpus Christi volunteer ("Volunteer"), I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Art Center of Corpus Christi, its directors, officers, agents, servants, and/or employees (hereinafter referred to as ACCC) from any and all liability claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, illness, or injury, including death, that may be sustained by me, or to any personal property belonging to me, WHETHER CAUSED BY NEGLIGENCE OF THE ACCC, THE NEGLIGENCE OF ANY THIRD PARTY, or otherwise, while participating in the ACCC volunteers services program, including related activities and events ("Events"), or while in, on, or upon the ACCC premises where said Events are being conducted.

Indemnification/Hold Harmless. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE ACCC from any claim, loss, liability, damage or costs, including court costs and attorney fees, that it may incur due to my participation in Events, WHETHER CAUSED BY THE NEGLIGENCE OF ACCC, THE NEGLIGENCE OF ANY THIRD PARTY, or otherwise.

Insurance. I understand that, except as otherwise agreed to by ACCC in writing. ACCC does not carry or maintain health, medical, or disability insurance coverage for any ACCC Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

COVID-19 Policy. The ACCC follows the guidance of the CDC, the State of Texas, Nueces County, and the City of Corpus Christi. Staff & volunteers may be required to wear masks inside the building, when recommended by the CDC or other entity.

Photographic Release. Volunteer does hereby grant and convey unto ACCC all right, title and interest in any and all photographic images, and video or audio recording made by ACCC during the Volunteer's activities with ACCC, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Binding Effect. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE ACCC. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign in voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Volunteer's Signature:

Volunteer's Printed Name:

Date: _____