



**PERFORMING ARTS ACADEMY
VOLUNTEER
RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS**

THIS RELEASE, WAIVER OF LIABILITY, AND HOLD HARMLESS (“**Release**”) is executed and made effective on the date below, by the undersigned volunteer and the undersigned’s parent or guardian if the volunteer is under the age of 18 (“**Volunteer**”), in favor of Performing Arts Academy, a Colorado non-profit corporation, its directors, officers, employees and agents (collectively “**PAA**”). Volunteer desires to serve as a volunteer for PAA without compensation or benefits and does hereby freely and voluntarily execute this Release under the following terms:

1. Waiver, Release and Hold Harmless. In consideration of and in order to be allowed to participate in volunteer activities for PAA, Volunteer does hereby and forever release and hold harmless PAA and its successors and assigns from any and all liability, claims, lawsuits, demands, costs and damages of whatever kind or nature, either in law or in equity, which arise or may hereafter arise, either directly or indirectly, as a result of or in connection with the Volunteer’s activities, work, or service for PAA (collectively “**Activities**”). Volunteer understands and acknowledges that this Release discharges PAA from any liability of any claim that Volunteer may have against PAA with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer’s Activities for PAA, whether or not caused by the actions or negligence of PAA, or its directors, officers, employees, agents, other volunteers, vendors or otherwise. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the State of Colorado and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado.

2. Assumption of Risk. Volunteer understand that volunteer Activities for PAA may include activities, work and services that are inherently dangerous to Volunteer, including, but not limited to, construction, loading, unloading and travel to and from volunteer work sites. Volunteer hereby assumes the risk of injury, harm, loss, death and property damage resulting from these and other Activities associated with Volunteer’s work for PAA. Volunteer understands that PAA does not assume any responsibility for or obligation to provide financial or any other type of assistance, including, but not limited to medical, health, disability, or workers’ compensation insurance in the event of injury, illness, death or property damage.

3. Medical Treatment. Volunteer consents to the use of first aid treatment and the use of generic and over the counter medications and treatments as directed by manufacturer labels. In the event of a medical or health event, Volunteer authorizes PAA to arrange for transportation of Volunteer as deemed necessary and appropriate in PAA’s discretion. Volunteer hereby releases, forever discharges and holds PAA harmless from any liability, claim, demand and action whatsoever brought by Volunteer or on Volunteer’s behalf which may arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with Volunteer’s Activities with PAA. Volunteer acknowledges that they are fully aware of any and all risks posed by the volunteer Activities and that they have no medical condition that prevents them from engaging in such activities.

4. Sexual Harassment Policy. PAA strictly prohibits any conduct that constitutes sexual harassment and will take appropriate action against any person involved in such conduct. Any person who believes they have been subjected to sexual harassment should immediately report the incident to the Executive Director or other officer of PAA or to the President of the Board of PAA.

5. Photographic Release. Volunteer hereby grants and conveys onto PAA permission to be photographed and recorded and the right to freely reproduce and/or circulate any photographs or other recordings of Volunteer for any lawful purpose. Volunteer shall not be entitled to any compensation therefore, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Volunteer understands that they will not have any ownership rights, privileges or claims based on any right of publicity, privacy, ownership or any other rights arising, relating to or resulting from any photographs, images and/or recordings.

6. Miscellaneous. Volunteer understands that in the event any provision of this Release is held invalid by any court, the invalidity of such provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable. A waiver of a right under this Release by PAA shall not be deemed a continuing waiver of such right and shall not prevent the exercise of any other right. PAA reserves the right to terminate, cancel or modify without penalty or refund, any programs, events or Activities. PAA has the right to establish policies for operations of programs, events and Activities and to terminate Volunteer's participation in any Activities for disruptive behavior or conduct which PAA determines to violate any policy. This Release is effective for a period of one (1) year after execution by Volunteer and automatically renews for one (1) year periods thereafter unless terminated for cause by PAA or otherwise terminated by either party in writing.

Volunteer has carefully reviewed this Release, fully understands its contents and the benefits and risks involved and hereby gives their informed consent to participate in all volunteer Activities with PAA. Volunteer is aware that this Release is a release of liability and that they are waiving their legal right to bring legal actions against PAA.

Signature: _____

Name: _____

Date: _____

NOTE: If Volunteer is under the age of 18, a parent or guardian must sign.

Parent or Guardian Signature: _____

Name: _____

Date: _____