

**VOLUNTEER RELEASE AND WAIVER OF LIABILITY**

In consideration for the willingness of Foundation for Hospital Art, Inc. ("FHA") to accept the individual signing below ("Volunteer") as a volunteer, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Volunteer does freely, voluntarily and without duress execute the following Release for and on behalf of him or herself and his or her heirs, successors, beneficiaries and assigns:

**1. Waiver and Release.** Volunteer releases, forever discharges, indemnifies, and holds harmless FHA and its directors, officers, employees, volunteers, agents, successors and assigns (collectively the "Released Parties") from any and all liability, claims, demands and causes of action of whatever kind or nature, either in law or in equity, arising out of or relating to Volunteer's activities at FHA ("Activities"), including but not limited to any claim for any bodily injury, personal injury, illness, death or property damage that may arise out of, occur during or result from the Activities, regardless of whether caused in whole or in part by an act or omission of a Released Party. Volunteer also understands that, except as otherwise agreed to by a Released Party in writing, the Released Parties do not provide any financial assistance of any kind, including but not limited to medical, health or disability insurance coverage for any volunteer.

**2. Medical Treatment.** Volunteer releases, forever discharges, indemnifies, and holds harmless the Released Parties from any claim, demand or cause of action whatsoever arising out of or relating to any first aid or medical treatment rendered in connection with the Activities.

**3. Assumption of the Risk.** Volunteer understands that the Activities may involve work that may be hazardous to the Volunteer. Activities primarily include, but are not limited to, painting, lifting small items (canvases, boxes of paint or paint brushes, etc.), cleaning art supplies after use, and any other task relating to painting and volunteering with the FHA. Volunteer hereby expressly and specifically assumes the risk of damage, injury, harm or death in connection with such Activities.

**4. Media Release.** Volunteer grants and conveys to FHA all right, title and interest in any and all photographic images and video or audio recordings made by or for FHA during Volunteer's participation in the Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**5. Age.** Volunteer hereby certifies that as of the date of signing this Release, Volunteer is 18 years of age or older. If Volunteer is under 18 years of age, this Release must be signed by a Parent or Legal Guardian. The signature of an individual in the Parent/Guardian signature block below certifies that he or she is the Parent or Legal Guardian of Volunteer with full legal authority to bind Volunteer and the Parent or Legal Guardian to the terms of this Release.

**6. Governing Law.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the state of Georgia, and that this Release will be governed by and interpreted in accordance with the laws of the state of Georgia without giving effect to its conflict of laws rules. Volunteer agrees that in the event that any clause or provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of that clause or provision will not affect the remaining provisions of this Release, which will continue to be enforceable. Volunteer agrees that the sole and exclusive jurisdiction and venue for litigation between Volunteer and FHA will be a state or federal court having jurisdiction over Cherokee County, Georgia.

Volunteer Signature \_\_\_\_\_  
Age as of the date of signing this Release (if under 18) \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Date: \_\_\_\_\_

If Volunteer is under 18 years of age, the Release must be signed by a Parent or Legal Guardian:  
Parent/Guardian signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Date: \_\_\_\_\_