



Volunteer Waiver and Release – For Parent/Guardian on Behalf of a Minor

I acknowledge I have chosen to work as a volunteer with Phoenix Center for the Arts (PCA), an Arizona nonprofit corporation in partnership with the City of Phoenix (COP). I understand that as a volunteer I am not entitled to any benefits which are provided to employees of The Center and that I will be fulfilling volunteer responsibilities without receiving a salary or hourly wage.

I certify that all volunteer information is true to the best of my knowledge and any misrepresentations may be cause for refusal of placement in a volunteer position. I give PCA authorization to investigate all matters contained in this application, including checking my driving and criminal background. I agree to be fingerprinted for a background check to assure the safety of any students and patrons. I understand that it is my responsibility to keep PCA advised about changes to contact or emergency information.

I agree to obey all rules, policies, and procedures established by PCA. I understand that my role is to carry out the mission of PCA and if I have any concerns or questions, I will share them with the staff, so that together we will do our very best to drive the organization into a positive future.

I understand that if I am unable to attend on the day I am scheduled, I will contact my direct supervisor with as much notice as possible.

I understand that confidentiality is required regarding all contacts, documentation, reports, and any other materials to which I will have access as a volunteer, and I will not discuss or share information or intellectual property of PCA. I agree to protect the dignity of the PCA patrons, clients, participants, audience, and visitors.

I understand and acknowledge that this position can be terminated by PCA at any time for any reason.

I realize that I am a voluntary participant at PCA and accept that there are potential inherent dangers and hazards involved in any participation in activities. I understand that some volunteer related activities can be strenuous and can subject one to risk of serious injury, including death, and know that it is my responsibility to ascertain that there is no medical reason to prevent my participation. I understand that PCA/COP reserves the right to terminate an individual's use of the facilities at any time, in the sole judgment of PCA/COP, due to the unsafe, disruptive, uncooperative, negligent, reckless, or otherwise improper acts or omissions of, or violation of any policy or rule of PCA/COP. I agree that PCA/COP is not responsible for any loss of, or damage to my personal property, unless due to PCA/COP's negligence or willful misconduct. I agree that PCA/COP's directors, officers, representatives, owners, partners, employees, successors, instructors, and agents shall not be liable or responsible for any and all risk, damage, injury, or death which may occur as a result of (a) my use of all amenities and equipment provided by PCA/COP and/or (b) my slipping and/or falling while in the facility, or on other premises of PCA/COP's including adjacent sidewalk areas- unless due to negligence or willful misconduct. I expressly agree to release and discharge PCA/COP's subsidiaries, affiliates, directors, officers, representatives, owners, partners, employees, successors, instructors, and agents from any and all claims or causes of action that may arise and agree to voluntarily waive any right that I may otherwise have to bring a legal action against PCA/COP for personal injury or property damage, except if arising out of negligence or willful misconduct of PCA/COP. To the extent that applicable laws do not prohibit release for ordinary negligence, this release applies to any ordinary negligence on the part of PCA/COP, its agents, officers, directors, and employees. I acknowledge that I have read this Waiver and Release Agreement and understand that it is a RELEASE OF LIABILITY. I expressly agree that this release shall be binding upon my heirs, executors, administrators, and assigns.

I grant PCA/COP the non-exclusive right and license to use, re-use, publish, and re-publish my physical likeness in photographs and visual or audio recordings, in whole or in part, separately or in conjunction with

other photographs, in any medium or form, now known or that may be hereafter known or devised, for any purpose and in connection with, without limitation, internal and external advertising, publicity, illustration, trade, sale, promotion, and exploitation thereof throughout the world. This license shall be without charge or royalty and for perpetuity. PCA/COP shall have the right to use my name in connection with this license. I warrant and represent that I have the right to grant this license and that I am not a party to any contract or agreement that restricts the grant of this license. I hereby indemnify PCA/COP and hold PCA/COP harmless against any loss resulting from the breach of such warranty. I agree that I will not assert or maintain against PCA/COP, its successors, assigns, and licensees, a claim, action, suit, or demand of any kind or nature whatsoever, including but not limited to, those grounded upon invasion of privacy, rights of publicity or other civil rights, or for any other reason in connection with authorized use of my physical likeness as described.

Name of Minor (please print)

Name of Parent / Guardian (please print)

Signature of Parent / Guardian

Date