

National Academic Youth Corps (NAYC) Volunteer Release and Waiver of Liability
Assumption of Risk and Hold Harmless Agreement

For and in consideration of my participation in the National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Museum 2019 Banana Festival events/programs I, the undersigned, (or the father, mother and/or guardian of said participant, a minor,) do hereby for ourselves, executors, and administrators, agree to forever waive, release, acquit, discharge and hold harmless, the above parties and their successors, directors, employees, volunteers, interns, and agents from any and all liability, rights, damages, claims, actions, costs, loss of service, expense and compensation, on account of or in any way arising from any and all known or unknown personal injuries and property damage, which I or the participating minor may incur as a result of the aforementioned participation in National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Museum 2019 Banana Festival events/programs or pertaining thereto.

For Minors: I (We), the undersigned, hereby acknowledge being the lawful parents and/or guardians of the above mentioned minor and we, therefore, acknowledge our qualifications to sign the subject agreement on behalf of said minor.

In consideration of being permitted to participate in any way in National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Museum 2019 Banana Festival events/programs, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge and covenant not to sue National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Museum or it's successors, directors, employees, volunteers, interns, and agents for liability from any and all claims including the negligence of the above parties, their successors, directors, employees, volunteers, interns, and agents resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to participation in National Academic Youth Corps DBA Sojourner Truth Multicultural Museum (NAYC) 2019 Banana Festival events/programs.

1. Waiver and Release: I, the release and forever discharge and hold harmless National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Museum 2019 Banana Festival events/programs and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services I provide as a Volunteer. I understand and acknowledge that this Release discharges National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Museum 2019 Banana Festival events/programs from any liability or claim that I may have against National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Museum 2019 Banana Festival events/programs with respect to bodily injury, personal injury, illness, death, or property damage that may result from my service as a Volunteer.
2. Indemnification and Hold Harmless: I agree to defend, indemnify, and hold harmless National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Art Museum 2019 Banana Festival events/programs their successors, directors, employees, volunteers, interns, and agents from and against any and all loss, liability charges, actions, claims, suits, and expenses (including attorney's fees) and costs which may arise by reason of participation in these programs. Furthermore, I understand that National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Art Museum does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Museum beyond what may be offered freely by National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Museum in the event of such injury or medical expenses incurred by me. The above parties do not provide insurance for program participants.

3. Medical Treatment:

I hereby Release and forever discharge National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Museum from any claims whatsoever which arises or may hereafter arise on account of any first-aid treatment as a volunteer with National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Museum 2019 Banana Festival events/programs. For minors: I (parent/guardian), I hereby consent to emergency treatment, I further agree expressly to assume the risk of my minor child participating National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Museum 2019 Banana Festival events/programs.

4. Assumption of Risk: I understand that the services I provide to National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Museum 2019 Banana Festival events/programs may include activities that may be

hazardous to me including, but not limited to heavy lifting, painting, running, moving festival items. As a volunteer, I hereby expressly assume the risk of injury or harm from these activities and release National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Art Museum from all liability for injury, illness, death or property damage resulting from the services I provide during the 2019 Banana Festival as a volunteer.

5. Photographic Release: I grant National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Art Museum all right, title and interests in any and all photographs, images, video, audio recordings of me or my likeness made during my volunteer service at the 2019 Banana Festival events/programs.

6. Other: As a volunteer, I release National Academic Youth Corps (NAYC) DBA Sojourner Truth Multicultural Art Museum from all liability. This document shall be governed in accordance with the laws of the state of California. I agree that in the event that any clause or provision of this release is deemed invalid, the enforceability of the remaining provisions of this release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily. I know and appreciate that risks may arise from my (or my child(ren), a minor) participation in these events/programs. I hereby assert that my (or my child(ren), a minor) participation is voluntary and that I knowingly assume all such risk.

I am the parent/guardian of the minor _____ and I am signing this release on behalf of said minor.

I HAVE READ THE ABOVE EMERGENCY AUTHORIZATION, WAIVER OF LIABILITY, ASSUMPTION OF RISK, PHOTOGRAPH RELEASE, AND INDEMNITY AGREEMENT, fully understand its terms and understand that I am giving up substantial rights by agreeing to these terms, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature and agreement to be complete and unconditional Release of Liability to the greatest extent allowed by law.

Print Parent/Guardian Name (for minors) _____

Signature of Parent/Guardian _____ Date _____

Print Volunteer Name _____

Volunteer Signature _____ Date _____