

## VOLUNTEER AGREEMENT

**Acknowledgement:** I have been given a copy of the Policies and Procedures for volunteering at Fort Bend History Association (FBHA)/George Ranch Historical Park (GRHP)/Fort Bend Museum (FBM) and have read them and find them clear and definitive.

**Liability:** I understand the nature of the FBHA/GRHP/FBM volunteer program and the activities involved and agree to serve as a volunteer in the FBHA/GRHP/FBM program. Further, I do declare that I am eighteen (18) years old (if under the age of 18 years, a legal guardian must sign this agreement on behalf of the volunteer) and of sound mind. I do further acknowledge and understand that I will be held responsible for any and all damage to persons, vehicles, property and/or improvements to property that is caused by me and/or any persons under my care and control, and that arise out of, or are related to, my entry into any participation in the FBHA/GRHP/FBM Volunteer program. Accordingly, I hereby release and forever discharge and waive any and all Claims (as defined below) against the George Ranch Historical Park/Fort Bend History Association/Fort Bend Museum/The George Foundation, its employees, officers, directors, and affiliates (the "Related Parties") that relate to my participation in FBHA/GRHP/FBM Volunteer programs and agree not to sue for such Claims. For purposes of this Agreement, "Claims" shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of legal action, and costs of defense or settlement (including without limitation, attorneys' fees and court costs). I, the undersigned, hereby agree to indemnify and hold harmless the Related Parties from any responsibility for liability and injury and against any and all Claims arising from or related to my participation in FBHA/GRHP/FBM program.

**Assumption of Risk:** I understand that some FBHA/GRHP/FBM sites contain animals, plants and natural waterways. I may come into close contact with various plants, animals and environmental conditions, all of which are unpredictable by nature. I may be volunteering "behind the scenes" under FBHA/GRHP/FBM staff supervision in specified areas during the course of assigned duties. I understand that I can inquire at any time about the nature of the work area(s), environmental conditions, safety and security procedures.

In a medical emergency, the standards of the first aid procedures of the FBHA/GRHP/FBM will be followed, which may include, but are not limited to, first aid by trained medical/security staff for the event, contacting emergency medical personnel, the volunteer's emergency contact and/or family physician. Volunteers are not covered under the FBHA's Workman's Compensation Policy.

**Responsibility:** I realize that by agreeing to be a FBHA/GRHP/FBM volunteer, I am making a commitment to perform a job that requires both responsibility and accountability. I know that I am

responsible for my own actions and will not hold the GRHP, FBM or FBHA liable for any consequences resulting from my actions or inactions. I agree to report for my shifts on a punctual and consistent basis and to perform my job to the best of my abilities.

**Publicity Waiver:** I irrevocably convey to the FBHA/GRHP/FBM, its successors, agents, and assigns, without compensation to me from any party including the FBHA/GRHP/FBM, the absolute right and unrestricted permission to copyright and/or use and/or publish (1) my name, (2) my image or likeness on videotape or digital imaging, and (3) photographic pictures or portraits of me or in which I may be included, in whole or in part, on reproductions in color or in black and white, made through any media, in connection with photos or videotape taken of me at FBHA/GRHP/FBM facilities for any purpose whatsoever, including but not limited to the promotion of said FBHA/GRHP/FBM facilities. I further waive any right that I may have to inspect or approve the finished product. The videotape, photographs, and negatives will be the sole property of the FBHA/GRHP/FBM.

**Confidentiality:** I shall not at any time, except as properly required in the conduct of the normal business of the FBHA/GRHP/FBM or, except as authorized in writing by the FBHA/GRHP/FBM, publish, disclose or use any secret or confidential information relating to any aspect of the business or products of the FBHA/GRHP/FBM.

I have read the foregoing before signing below and fully understand its contents. I also understand that this Agreement shall be binding on my heirs, executors, successors and assigns that the Agreement will be governed by the laws of the State of Texas, and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in a Texas State Court in Fort Bend County, Texas. If any part of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity of the remainder of this Agreement. The undersigned hereby agrees to the terms and conditions above.

\_\_\_\_\_  
Print Name (as legally signed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Guardian Name

\_\_\_\_\_  
Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date