

Volunteer Agreement

By signing below, I, the volunteer (or volunteer's legal guardian), acknowledge that entry into this agreement ("Agreement") is in consideration of my (or my child's) participation as a volunteer with California Institute of the Arts (the "Institute") and/or a student's Creative Work, and confirm my understanding and agreement to the following:

Volunteer Not an Employee

I understand that (a) I am not an employee of The Institute and/or student, (b) I will not be paid for my participation, and (c) I am not or may not be covered by or eligible for any Institute insurance, health care, worker's compensation, or other benefits. I understand that the Institute and/or student may terminate my volunteer status at any time, for any or no reason.

Awareness and Assumption of Risk

I understand the information above and confirm and acknowledge that there are risks associated with volunteering. With such information and awareness, and with the recognition that other factors may create additional such risks, I knowingly, freely, and voluntarily: (a) sign up to volunteer for the Institute and/or for activities related to student production(s), art, photography, or films, in whatever medium; (b) engage in volunteer activities; and (c) assume and accept the risks of all injury, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, and whether incurred at Institute facilities or elsewhere, that may result, directly or indirectly, from my presence at Institute facilities or elsewhere, or participation as an Institute and/or student volunteer, regardless of the cause.

Waiver and Release of Claims

I waive and release the Institute and its directors, trustees, officers, agents, employees, volunteers, and affiliates (collectively, "Institute Parties") and the student for whose Creative Work I am volunteering for, as outlined below, from any and all liability, claims, costs, and expenses of any kind and of whatever nature which I or my heirs, next of kin, or legal representatives may have or which may later accrue, caused by or arising directly or indirectly from my presence at Institute facilities or elsewhere, participation in Institute activities, and/or participation in the student's Creative Work, as identified below. This release and waiver includes, in each such case, all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active. I will not sue any of the Institute Parties or the student on the basis of these waived and released claims. I waive the protections of Section 1542 of the California Civil Code, which provides: "*A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*"

Assignment of Work Product

I assign and grant full rights, title, ownership, and interest, including moral rights, to the student, _____, whose Creative Work, _____, I am volunteering for, appearing in, or working on, the right to re-use, publish, and otherwise reproduce, modify and display the above mentioned Creative Work, in whole or in part, in any medium, and to use my name, image, voice, and likeness in connection with above mentioned Creative Work in perpetuity, including for advertising, publicizing, promoting, commercializing and exploiting the Creative Work or any part thereof. I thereby assign and grant the absolute and irrevocable right and permission to copyright, use and publish my name, image, voice, and likeness in connection with the Creative Work to the student. I waive any right I may have to inspect or approve the finished product or the written copy that might be used in conjunction therewith, or the use to which it may be applied.

