



Volunteer/Artist Release and Waiver of Liability Form

This Release and Waiver of Liability (the “release”) executed on _____ (date) by _____ (“Volunteer/Artist”) releases BFF Omaha Inc., (“BFF”), a nonprofit corporation organized and existing under the laws of the State of Nebraska and each of its directors, officers, employees, and agents. The Volunteer/Artist desires to provide Volunteer/Artist services for BFF and engage in activities related to serving as a Volunteer/Artist.

Volunteer/Artist understands that the scope of Volunteer/Artist’s relationship with BFF is limited to a Volunteer/Artist position and that no compensation is expected in return for services provided by Volunteer/Artist; that BFF will not provide any benefits traditionally associated with employment to Volunteer/Artist; and that Volunteer/Artist is responsible for their own insurance coverage in the event of personal injury or illness as a result of Volunteer/Artist’s services to BFF.

- 1. Waiver and Release:** I, the Volunteer/Artist, release and forever discharge and hold harmless BFF 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 to BFF. I understand and acknowledge that this Release discharges BFF from any liability or claim that I may have against BFF with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to Nonprofit or occurring while I am providing Volunteer/Artist services.
- 2. Insurance:** Further I understand that BFF 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. I expressly waive any such claim for compensation or liability on the part of BFF beyond what may be offered freely by BFF in the event of injury or medical expenses incurred by me.
- 3. Medical Treatment:** I hereby Release and forever discharge BFF from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a Volunteer/Artist with BFF.
- 4. Assumption of Risk:** I understand that the services I provide to BFF may include activities that may be hazardous to me including, but not limited to physical labor and installations (gallery, on-street, public art, etc), involving inherently dangerous activities. As a Volunteer/Artist, I hereby expressly assume risk of injury or harm from these activities and Release Nonprofit from all liability.
- 5. Photographic Release:** I grant and convey to BFF all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by BFF in connection with my providing Volunteer/Artist services to BFF.
- 6. Other:** As a Volunteer/Artist, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that this Release shall be governed by and interpreted in accordance with the laws of the State of Nebraska. 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.
- 7. Acknowledgment:** By signing this Agreement, Volunteer/Artist is acknowledging that they have personally received a copy of the BFF Omaha, Inc., Volunteer Handbook and Policies, including the Conflict of Interest Policy (the “Policies”). They have read and understand the Policies, and agree to comply with the Policies. The Volunteer/Artist was provided with access to the Volunteer Handbook and Policies (available at www.bffomaha.org/about), and hereby understands the expectations listed. The Volunteer/Artist will adhere to said policies and procedures. They understand that BFF Omaha, Inc. is a charitable organization and in order

to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Signature (Or parent/guardian if under 18)

Date