**VOLUNTEER WAIVER & RELEASE FORM**

**WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT**!

Ikuntji Artists is committed to conducting its programs, services, and activities in a safe manner and holds the safety of Ikuntji Artists volunteers in high regard. However, volunteers and parents/guardians of minor volunteers must recognize that there is an inherent risk of injury when choosing to volunteer in performing and/or otherwise assisting Ikuntji Artists.

You are solely responsible for determining if you or your minor child/ward is physically fit and/or adequately skilled to perform the Volunteer Activities. It is always advisable, especially if the participant is pregnant, disabled in any way or has recently suffered an illness, injury or impairment, to consult a physician before performing any Volunteer Activities that involve some physical activity.

**WARNING OF RISK**

The Volunteer Activities at Ikuntji Artists often challenge and engage the physical, mental and/or emotional resources of each volunteer. Despite preparation, instruction, medical advice, conditioning and equipment, there is still a risk of injury when acting as a volunteer. All hazards and dangers cannot be foreseen. Certain risks, dangers and injuries may exist due to slips and falls, poor skill level or conditioning, carelessness, and other risks inherent to the Volunteer Activities. In this regard, it is impossible for Ikuntji Artists to guarantee absolute safety.

I, \_\_\_\_\_\_\_\_\_ desire to work as a volunteer for Ikuntji Artists of Haasts Bluff and engage in the activities related to being a volunteer. I understand that the activities may include living in housing provided for volunteers.

I am aware, recognize and acknowledge that there are certain risks of physical injury to volunteers providing and/or engaging in Volunteer Activities, and I voluntarily agree to assume the full risk and legal liability of any and all injuries, death, damages, or loss, regardless of severity, that my minor child/ward or I may sustain as a result of Volunteer Activities (including transportation services and vehicle operations, when provided).

I, \_\_\_\_\_\_\_\_\_ will not hold Ikuntji Artists liable or responsible for injuries or damage to property resulting from volunteer activity.

I will not seek loss of wages or other ancillary reimbursements that may incur due to a volunteer related injury.

I hereby freely, voluntarily, and without duress execute this Release under the following terms:

**1.** Waiver and Release. Volunteer does hereby release and forever discharge and hold harmless Ikuntji Artists and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's work for Ikuntji Artists.

Volunteer understands and acknowledges that this Release discharges Ikuntji Artists from any liability or claim that the Volunteer may have against Ikuntji Artists or any of their respective officials employees, and/or other volunteers, collectively or individually with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's work for Ikuntji Artists.

Volunteer also understands that, except as otherwise agreed to by Ikuntji Artists in writing, Ikuntji Artists does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury or illness.

**2.** Medical Treatment. Except as otherwise agreed to by Ikuntji Artists in writing, the Volunteer does hereby release and forever discharge Ikuntji Artists from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's work for Ikuntji Artists.

**3.** Assumption of the Risk. The Volunteer understands that the work for Ikuntji Artists may include some activities that may be hazardous to the Volunteer, including but not limited to, moving paint containers using electric staple guns. In connection thereto, the Volunteer recognizes and understands that activities at Ikuntji Artists may, in some situations, involve inherently hazardous activities.

**4.** Insurance. The Volunteer understands that, except as otherwise agreed to by Ikuntji Artists in writing; Ikuntji Artists does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

**5.** Photographic Release. The Volunteer does hereby grant and convey unto Ikuntji Artists all right, title, and interest in any and all photographic images and video or audio recordings made by Ikuntji Artists during the Volunteer’s work for Ikuntji Artists, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**6.** Other. The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of Australia, and that this Release shall be governed by and interpreted in accordance with the laws of Australia.

Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

**Date:**

**Name:**

**Address:**

**Phone No.**

**Emergency Phone No:**

**Emergency Contact Name:**

**PARENTAL AUTHORIZATION FOR A MINOR CHILD**

I,……………………………………………. am the parent or legal guardian having custody of,………………………………………….., a minor child hereby grant the aforementioned person my permission to both attend and work as a volunteer at Ikuntji Artists. I understand that I am wholly responsible for the actions of the aforementioned person, and the consequences thereof.

I will hold neither Ikuntji Artists nor the facilities at which it is being held responsible or liable for the aforementioned person’s actions.

Guardian’s Signature: ……………………………………….Date:………………..

Relationship to Minor:………………………………………..

Minor Signature:………………………………………………Date:………………..