

## **Volunteer Consent Form Waiver and Release of Liability**

This is a Waiver and Release of Liability for the Rotary Club of Katy, a 501c4 charitable organization, and its officers, directors, agents, contractors, and volunteers. By signing up as a volunteer, I agree to this Waiver and Release of Liability. I, "Participant," acknowledge that I am at least 18 years of age or older and that I desire to volunteer and have applied to participate in the Wild West BrewFest of the Rotary Club of Katy. I have read and completely understood the Rotary Club of Katy's Waiver and Release of Liability Form and that I, on behalf of my heirs, guardians, power of attorneys and assigns, agree to be bound by all of its terms and conditions.

I am aware that the activities in which I have agreed to participate in at the BrewFest could be hazardous activities and that I could be seriously injured or even killed. I am voluntarily participating in these activities with knowledge of the danger involved, and I agree to assume any and all risks of bodily injury, death, or property damage, whether those risks or unknown. Further, I acknowledge that I should check with a licensed medical professional to ascertain whether I am physically able to participate in such activities and whether it is safe to do so. I understand that my activities with the BrewFest include the above risks, and I hereby expressly assume the risk of injury, illness, death, property damage, or any other harm of any nature.

In exchange for being allowed to participate in the BrewFest activities, I forever release the Rotary Club of Katy or any BrewFest-affiliated organization and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands. I, my assignees, heirs, distributees, guardians, next of kin, spouse, and legal representatives now have, or may have in the future, for injury, death, or property damage related to my participation in these activities:

- (i)** the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or;
- (ii)** the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse, and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.
- (iii)** Further, as a volunteer and participant for the Rotary Club of Katy, I agree and understand that my services are charitable in nature and that I will not receive monetary compensation of any kind. I also understand that the Rotary Club of Katy General Liability Insurance that covers this event does not cover injuries to myself.

Further, I hereby understand that I might be videotaped or photographed during my participation at the BrewFest and I hereby consent to, the use of quotes and the taking of photographs, movies, or video tapes. I also grant to the Rotary Club of Katy the right to edit, use, and reuse said products for non-profit purposes, including use in print, on the internet, and all other forms of media. I also hereby release the Rotary Club of Katy and its officers, directors, and agents from all claims, demands, and liabilities whatsoever in connection with such use.

I have carefully read this agreement and fully understand its context. I am aware that this is a release of liability, and I sign this release of my own free will.