

# **Volunteer Agreement & Waiver**

Welcome, and thank you for volunteering with the Tucson Folk Festival! Volunteers are the heart of our community, and this form helps us all understand expectations, responsibilities, and safety. Please read carefully before signing.

This Volunteer Agreement and Waiver ("Agreement"), effective as of the date the Volunteer submits this Agreement, is entered into between the Tucson Kitchen Musicians Association ("TKMA"), an Arizona nonprofit organization that produces the Tucson Folk Festival and related events ("Festival or Associated Events"), and the undersigned individual volunteer ("Volunteer").

#### 1. Volunteer Status & Nature of Role

Volunteer understands and agrees that:

- Volunteering is unpaid. Any food, beverage, or gifts provided are tokens of appreciation, not compensation.
- Volunteer is not an employee, contractor, or agent of TKMA. No wages, health insurance, workers' compensation, or other employee benefits apply.
- All participation is voluntary and for the Volunteer's own personal, educational, or charitable purpose.

#### 2. Compliance with Policies

Volunteer agrees to follow TKMA's rules, policies, and procedures, including those relating to safety, conduct, and inclusivity. Volunteers are expected to treat others with respect and represent TKMA positively. Decisions about volunteer assignments, conduct, and any necessary dismissals are made at the discretion of TKMA leadership, based on the best interests of the Festival, its participants, and the broader community.

Volunteer also agrees to follow TKMA's Volunteer Code of Conduct, available at TucsonFolkFest.org, which is incorporated by reference.

#### 3. Publicity Release

Volunteer grants TKMA permission to capture and use Volunteer's image, voice, or likeness in photographs, video, audio, or other media taken during the Festival or Associated Events. Such materials may be used, without restriction, in any media now known or developed in the future, for TKMA's promotional, educational, or archival purposes.

## 4. Confidentiality

Volunteers may occasionally learn or have access to non-public information, such as donor or sponsor details, or internal event plans. Volunteer agrees not to share such information without TKMA's permission. This does not apply to information already public or approved for release.

## 5. Assumption of Risk & Waiver of Liability

Volunteer acknowledges that participating in public events carries inherent risks, including potential injury or property damage, and that TKMA cannot eliminate all such risks.

In consideration of the opportunity to volunteer, Volunteer (on behalf of themselves and their heirs, assigns, and representatives) agrees to release and hold harmless TKMA, its directors, officers, employees, contractors, and other volunteers from any claims or liabilities arising from participation, including injury, illness, or property damage, whether occurring before, during, or after the Festival or Associated Events.

#### 6. Emergency Medical Consent

In the event of an emergency, Volunteer authorizes TKMA to seek necessary medical treatment on their behalf. Volunteer understands and agrees they are solely responsible for any related costs.

### 7. Minors (If Applicable)

Volunteers under 18 must have this Agreement signed by a parent or legal guardian, who consents to the minor's participation and agrees to the terms on their behalf. TKMA may restrict the types of roles available to minor volunteers.

## 8. Miscellaneous

- This Agreement continues until terminated by either party or replaced with a new Agreement.
- If any part of this Agreement is found unenforceable, the remainder remains in effect.

- This Agreement is governed by Arizona law, with venue in Pima County.
- This Agreement is the entire understanding between TKMA and Volunteer, and may only be changed in writing.
- TKMA may update this Agreement periodically. The most current version will be posted
  at TucsonFolkFest.org, and continued participation after notice of an update constitutes
  acceptance of the revised terms.

**Digital Signature & Agreement** – By clicking "I Agree" and submitting this form, you acknowledge that you have read and understood this Volunteer Agreement, had the opportunity to ask questions, and sign it voluntarily. You agree to be legally bound by its terms, and your electronic submission serves as your signature.

For In-Person Registrations:		
Volunteer Signature:	Date:	
Printed Name:		
Parent/Guardian Signature (if under 18):		