

## Nan Desu Kan

### Volunteer Release and Waiver of Liability

Thank you for agreeing to volunteer for Nan Desu Kan. We greatly appreciate your assistance and hard work in making our convention a success. Without people like you, Nan Desu Kan would never have become Colorado's Premier Anime Convention.

Our insurance policy requires that we have an accurate record of all volunteers. This is a form where you agree to release Nan Desu Kan and Rocky Mountain Anime Association of all liability while working with the convention and its related events.

\* \* \*

THE FOLLOWING IS A RELEASE OF LIABILITY. BY SIGNING BELOW, YOU ARE AGREEING TO RELEASE ROCKY MOUNTAIN ANIME ASSOCIATION AND OTHER PARTIES FROM LIABILITY. THEREFORE, YOU HAVE BEEN ADVISED TO READ THIS DOCUMENT CAREFULLY.

This Release and Waiver of Liability (this "Release") is executed on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_  
(Volunteer First and Last Name)  
("Volunteer") for the benefit of Rocky Mountain Anime Association, a Colorado nonprofit organization (the "Association"), its successors and assigns, and its and their respective directors, officers, members, employees, volunteers and agents (collectively, the "Released Parties").

Volunteer desires to provide volunteer services for the Association in connection with Nan Desu Kan (the "Convention"). In consideration for the opportunity to be a part of the Convention, Volunteer (on behalf of Volunteer and his or her family, heirs, legal representatives, executors, beneficiaries, successors and assigns) hereby agrees to the terms and conditions of this Release.

- 1. Liability Release and Waiver:** Volunteer agrees to release and hold harmless the Released Parties from, and discharge and waive, any and all claims, demands, losses, damages and liabilities (whether known or unknown, foreseen or unforeseen, future or contingent) with respect to any and all property damage/and or loss, personal injury and/or death arising from his or her participation at the Convention, including that caused by the negligence of the Released Parties. Volunteer further agrees to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any and all property damage and/or loss, personal injury and/or death arising from his or her participation at the Convention, as may be asserted by a third party (defined as any party other than the Released Parties or Volunteer).
- 2. Assumption of the Risk:** Volunteer understands that participation in the Convention as a volunteer may include work that may be hazardous to the Volunteer, including, but not limited to, loading and unloading of equipment, heavy lifting or exertion, working with the public, participating in special events held at the Convention, and transportation to and from the event sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm from such participation at the Convention.
- 3. Medical Treatment:** Volunteer releases and forever discharges the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with Volunteer's participation at the Convention.
- 4. Insurance:** Volunteer understands that the Released Parties do not assume any responsibility for or obligation to carry or maintain health, medical, or disability insurance for Volunteer. Further, Volunteer understands that, except as otherwise agreed to by the Released Parties in writing, the Released Parties do not carry any such insurance for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage. Volunteer also understands that the Released Parties do not assume any responsibility for or obligation to provide

financial assistance or other assistance in the event of injury or illness.

5. **Photographic Release:** Volunteer authorizes the Released Parties, and any other person or entity associated with the Released Parties, to take photographs and make video or audio recordings of Volunteer participating at the Convention, and to use such photographs and recordings for educational, publicity, promotional and merchandising purposes related to the Convention. Volunteer understands that such use extends to any and all media, in perpetuity, throughout the world. Volunteer further understands that he or she will not receive compensation or royalties for the use of such photographs or recordings.

Volunteer releases and hold harmless the Released Parties from, and discharges and waives, any and all claims, demands, losses, damages and liabilities with respect to any injury arising from such publication, including any cause of action for libel, slander, defamation of character or invasion of privacy, whether known or unknown, foreseen or unforeseen, future or contingent, except claims, demands, losses, damages and liabilities arising out of the sole and exclusive gross negligence or willful and wanton misconduct of one or more of the Released Parties. Volunteer further covenants not to sue any of the Released Parties in connection with any of the claims, demands, losses, damages or liabilities described above.

6. **Other:** Volunteer agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the state of Colorado and that this Release shall be governed by and interpreted in accordance with the laws of the state of Colorado. 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. Volunteer agrees that the terms of this Release are contractual and not a mere recital, and that this Release is effective and binding.

By signing below, Volunteer expresses his or her intent to enter into this Release willingly and voluntarily, and acknowledges that Volunteer has read this Release and understands its terms.

**Volunteer Name (Printed):** \_\_\_\_\_

**Volunteer Signature:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_

**If the volunteer is under the age of 18,  
a parent or legal guardian must sign as well.**

**Parent/Guardian Signature:** \_\_\_\_\_ (if 18 or under)

In case of emergency, please contact:

**Name:** \_\_\_\_\_

**Relation:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_