VOLUNTEER WAIVER, RELEASE, INDEMNITY, and NON-DISPARAGEMENT AGREEMENT

Below are the responsibilities and understandings of the Volunteer and of Old Settler’s Music Festival (“OSMF”) regarding Volunteer’s participation in Volunteer programs partially or wholly coordinated by OSMF.

The Volunteer and OSMF agree as follows:

1. The Volunteer performs the service at the Volunteer’s own free will, without promise, expectation, or receipt of remuneration. The Volunteer is not an employee or agent of OSMF for any purpose and the Volunteer’s services are not controlled nor mandated by OSMF.

2. The Volunteer understands and agrees that it is possible that the Volunteer may be injured or otherwise harmed during Volunteer service due to accidents, acts of nature, the Volunteer’s negligent or intentional acts, or the negligent or intentional acts of others; that while OSMF has taken some steps to reduce the chances of injuries or harm to the Volunteer, that OSMF has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the Volunteer or the Volunteer’s property while the Volunteer is engaged in Volunteer service; and that the Volunteer must take full responsibility for themself and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect themself and their property.

3. The Volunteer agrees to waive and release OSMF from all potential claims for injury, illness, damage, or death which the Volunteer may have against OSMF that might arise out of the Volunteer’s service and to hold OSMF harmless there from.

4. The Volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur because of the Volunteer’s negligent or intentional acts during Volunteer service, and that to avoid such harm, the Volunteer must exercise care and act responsibly in serving others.

5. If any injury or loss to another does occur due to the Volunteer’s intentional actions or due to Volunteer’s negligent actions arising outside of the scope of the Volunteer’s activities, the Volunteer must accept the liability for and repair, or make reparations for, the harm done.

6. OSMF is not providing the Volunteer with insurance coverage for any injuries, conditions, or losses to the Volunteer arising out of Volunteer activities, except that OSMF does provide liability insurance coverage on all OSMF vehicles used during service projects.

7. The Volunteer must maintain his or her own primary medical insurance and the Volunteer’s own automobile liability insurance when driving a non-OSMF vehicle to cover potential medical and other costs related to the Volunteer service; and the Volunteer is also encouraged to maintain property and life insurance coverage while serving as a Volunteer.

8. All costs for injury or loss above the coverage provided by the Volunteer’s insurance are the Volunteer’s personal responsibility.

9. In projects where the Volunteer will be transporting others in a non-OSMF owned vehicle, the Volunteer may be required to provide proof of automobile insurance in order to participate.

10. Since Volunteers are not OSMF employees, OSMF does not provide worker’s compensation coverage for injuries or illnesses to the Volunteer arising out of Volunteer activities.

11. Volunteer further grants to the OSMF, jointly, for their own benefit and for the benefit of others, the non-exclusive and perpetual right to (a) interview, photograph, or otherwise capture the image of Volunteer, both in still and motion pictures, (b) record the voice of Volunteer, separately and in synchronization with images, by any means known or hereafter discovered, and (c) use and duplicate such photographs or other images, whether in print, videotape, digital, or other formats, and
reproduce the voice of Volunteer, separately or together with such images for all purposes. All copies of Volunteer’s image, likeness, and voice created or recorded by the OSMF (or their agents) hereunder shall be the exclusive property of the OSMF, jointly. Volunteer agrees that the copyright in any work captured by the OSMF (or their agents) hereunder shall be the exclusive property of the OSMF with all such rights in and to said work having been transferred by Volunteer to the OSMF hereby.

12. Volunteer agrees that all materials and tools provided by OSMF are always and remain the property of OSMF and must be returned to OSMF when the OSMF events or activities are concluded.

13. The Volunteer agrees to start their shifts, including shifts prior to the festival, sober and will not consume alcohol or drugs during their shifts. The Volunteer will not operate any motor vehicles when not sober during their shifts.

14. The Volunteer will refrain from making any negative public statement concerning OSMF, its Board of Directors, other Volunteers or employees including such statements appearing in the public media, the internet, and social media.