

MFA **H** *The Museum of Fine Arts, Houston*

VOLUNTEER EXPECTATIONS

Thank you for joining us! We are so glad you've decided to volunteer for the Museum of Fine Arts, Houston. While you're here, we want you to know what's expected of you as a volunteer. These expectations are necessary to keep the museum running smoothly and to keep volunteers safe.

Please read the following general expectations and sign below, where indicated.

During all periods of volunteer service to the Museum of Fine Arts, Houston (MFAH), I agree to:

- Follow all MFAH policies and procedures, including all written and verbal instructions provided to me by the MFAH Volunteer Services Department, as well as my supervising staff person or Guild chairperson. These instructions include but are not limited to attire guidelines and event timelines.
- Refrain from consuming alcohol or non-prescribed controlled substance during my MFAH volunteer shift. ****Note:** Volunteers under 18 may not volunteer for any event at which alcohol is served.
- Behave in a courteous and respectful manner when interacting with the public, museum staff members, and fellow volunteers.
- Contact the MFAH Volunteer Services Department or the appropriate staff or Guild contact person noted in the event details or confirmation email if I must cancel or be late for my volunteer shift.
- Check-in upon arrival and check-out before I leave with the supervising staff person or Guild chairman managing the event.
- Wear my badge or name tag whenever I am volunteering for the MFAH. This includes events at the MFAH, Bayou Bend Collection and Gardens, Rienzi, the Glassell School of Art, or other off-campus locations.
- Notify the MFAH Volunteer Services Department of any changes to my personal information (phone number, email address, home address, etc.).

By signing below, I acknowledge and agree that I have read the above expectations will abide by their terms. I understand that if I fail to uphold these expectations, I may be dismissed from my post and/or dismissed as an MFAH volunteer.

Volunteer's Signature:

Date:

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WAIVER OF LIABILITY and HOLD HARMLESS AGREEMENT

1. Waiver of Liability. In consideration of my participation as a Museum of Fine Arts, Houston volunteer ("Volunteer"), I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the Museum of Fine Arts, Houston, its directors, officers, agents, servants, and/or employees (hereinafter referred to as "MFAH") from any and all liability claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any personal property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE MFAH, THE NEGLIGENCE OF ANY THIRD PARTY**, or otherwise, while participating in the MFAH's volunteers services program, including related activities and events ("Events"), or while in, on, or upon the MFAH premises where said Events are being conducted.

2. Indemnification / Hold Harmless. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE MFAH** from any claim, loss, liability, damage or costs, including court costs and attorney fees, that it may incur due to my participation in Events, **WHETHER CAUSED BY THE NEGLIGENCE OF MFAH, THE NEGLIGENCE OF ANY THIRD PARTY**, or otherwise.

3. Insurance. I understand that, except as otherwise agreed to by MFAH in writing, MFAH does not carry or maintain health, medical, or disability insurance coverage for any MFAH Volunteer. **Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

4. Photographic Release. Volunteer does hereby grant and convey unto MFAH all right, title, and interest in any and all photographic images and video or audio recordings made by MFAH during the Volunteer's activities with MFAH, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

5. Binding Effect. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE MFAH**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

6. **IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT** I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign in voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent (or that I am the parent or legal guardian of the undersigned Volunteer); and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Volunteer's Signature:

Volunteer's Printed Name:

Parent or Guardian Signature:

(if volunteer is under 18)

Date:
