

**New Mexico Philharmonic**  
**Waiver & Release From Liability and Damages by Volunteer**

I, the undersigned volunteer of the New Mexico Philharmonic, a New Mexico nonprofit corporation (the "NMP"), hereby agree to release, waive, and indemnify, hold harmless, and forever discharge the NMP and its respective musicians, staff, officers, directors, agents, employees, affiliates, successors and assigns (collectively, the "NMP Parties"), of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or my respective family members, representatives, heirs, assigns, next of kin, and executors (collectively, the "Volunteer Parties") ever had or may have, arising from or in any way related to my participation as a volunteer at or in any of the events or activities conducted by, on the premises of, or for the benefit of, the NMP Parties (the "Waiver of Liability"); provided, however, that my Waiver of Liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct on the part of the NMP or the NMP Parties.

I understand that the activities and functions in which I participate may (but need not) be considered of a volunteer nature, or for the benefit of the NMP as a 501(c)(3) organization, and may be dangerous or may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself and the Volunteer Parties, I waive all claims for damages, injuries and death sustained by me or to my property, that I may have against the NMP Parties (the "Waiver of Damages").

By the foregoing Waiver of Damages and Waiver of Liability, I assume all risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with the NMP and the NMP Parties, including but not limited to any volunteer activities, community events, using the NMP's facility and its equipment, practicing and/or engaging in organizational functions, philanthropic activities, other nonprofit or for profit engagements or functions and fundraisers or other related activities, whether on or off premises controlled by the NMP.

This Waiver & Release From Liability and Damages (this "Agreement") contains the entire agreement between the NMP and I, and supersedes any prior written or oral agreements between us concerning the subject matter hereof. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of both NMP and I.

The provision of this Agreement will continue in full force and effect even after the termination of my volunteer activities for the NMP, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this Agreement. I understand and confirm that by signing this Agreement I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional waiver to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

VOLUNTEER

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_