

## Waiver and Release from Liability and Damages by Guild Members

I, the undersigned guild member of the New Mexico Philharmonic (NMPhil), a New Mexico nonprofit corporation, hereby agree to release, waive, indemnify, hold harmless, and forever discharge the NMPhil and its respective musicians, staff, officers, directors, agents, employees, affiliates, successors, and assigns (collectively, the NMPhil 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 guild member parties) ever had or may have, arising from or in any way related to my participation as a guild member at or in any of the events or activities conducted by, on the premises of, or for the benefit of, the NMPhil 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 NMPhil or the NMPhil 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 NMPhil 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 guild member parties, I waive all claims for damages, injuries, and death sustained by me or to my property, that I may have against the NMPhil parties (the "Waiver of Damages").

By the foregoing Waiver of Liability and Waiver of Damages, I assume all risk and take full responsibility and waive any claims of personal injury, death, or damage to personal property associated with the NMPhil and the NMPhil parties, including but not limited to any volunteer activities, community events, using the NMPhil'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 NMPhil.

This Waiver and Release from Liability and Damages (this "Agreement") contains the entire agreement between the NMPhil and myself, 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 the NMPhil and myself.

The provision of this Agreement will continue in full force and effect even after the termination of my volunteer activities for the NMPhil, 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 years of age or older and mentally competent to enter into this waiver.

GUILD MEMBER

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

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