



VOLUNTEER WAIVER AGREEMENT

In consideration of his/her desire to participate as a Volunteer¹ for 1UpOnCancer (1UP), assisting with their nonprofit activities, Volunteer hereby assumes all responsibility for any and all risk of property damage or bodily injury that they may sustain while volunteering.

Further, Volunteer, for themselves and their heirs, executors, administrators and assigns, hereby releases, waives and discharges 1UP and its officers, directors, employees, agents and volunteers of and from any and all claims which Volunteer or their heirs, administrators and assigns ever may have against any of the above for, on account of, by reason of or arising in connection with such volunteering.

Further, Volunteer expressly agrees that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the State of Texas, and that if any portion thereof is held invalid, it is agreed that the balance of the agreement shall, notwithstanding, continue in full legal force and effect.

Volunteer also gives 1UP permission to use their image and/or voice, whether through photographs, video recording, or audio recording, in its promotional and marketing materials. Volunteer grants and conveys to 1UP all right, title, and interest in any and all photographic images and video or audio recordings made by 1UP during the Volunteer's activities with 1UP, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Volunteer acknowledges and agrees that any work product they create as part of volunteering under this agreement is to be and is considered work made for hire within the meaning of 17 USC 101 of the US Copyright Act, and therefore the copyright to such work product shall be owned exclusively by 1UP. Further, any work product created as part of volunteering was ordered or commissioned as one of the following: as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, within the meaning of 17 USC 101.

Volunteer hereby assigns to 1UP all right, title and interest, including all copyrights, patents, and any other intellectual property rights, in and to the work product Volunteer has created or will create for 1UP under this agreement.

1. In this document, "Volunteer" refers to the individual volunteering with 1UpOnCancer, and the Volunteer's parent or guardian if the volunteer is less than 18 years of age.



I, the undersigned, am at least 18 years of age and have no known mental or physical condition that would impair my capability to understand this waiver. I have carefully read the foregoing liability waiver and I understand all its terms.

Name of Emergency Contact: _____

Relationship to Volunteer: _____

Emergency Contact Phone Number: _____

Volunteer Signature:

_____ Date: ____/____/____

Signature of Parent or Guardian (if volunteer is under the age of 18 or legally incompetent):

_____ Date: ____/____/____