

**ENDOMETRIOSIS FOUNDATION OF HOUSTON**  
Houston Endometriosis Rally 2020 Volunteer Waiver and Release of Liability

I wish to volunteer for the Houston Endometriosis Rally 2020 A.K.A the Rally (Hosted by Endometriosis Foundation of Houston A.K.A EFHou). I understand that my consent to these provisions is given in consideration for being permitted to volunteer for the event and entities mentioned above, I UNDERSTAND THAT THE NATURE OF VOLUNTEER ACTIVITIES THAT I MAY PERFORM IN MY CAPACITY AS A VOLUNTEER MAY INVOLVE PHYSICAL ACTIVITY, CONTACT WITH UNIDENTIFIED OR UNFAMILIAR PERSONS, OR OTHER POTENTIAL RISK OF BODILY INJURY OR DAMAGE TO PROPERTY AND I HEREBY VOLUNTARILY ASSUME FULL AND COMPLETE RESPONSIBILITY FOR, AND THE RISK OF, ANY INJURY OR ACCIDENT WHICH MAY OCCUR DURING MY VOLUNTEER WORK WITH THE RALLY 2020 AND EFHOU. TO THE FULLEST EXTENT OF THE LAW, I, FOR MYSELF, MY NEXT OF KIN, MY HEIRS, ADMINISTRATORS, AND EXECUTORS (COLLECTIVELY, "RELEASORS"), HEREBY RELEASE AND HOLD HARMLESS AND COVENANT NOT TO FILE SUIT AGAINST (I) EFHOU, the Rally AND ALL OTHER AFFILIATES OF THE EVENT, SPONSORS, HOSTS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, VOLUNTEERS, AGENTS AND EMPLOYEES; AND (II) ALL OTHER PERSONS OR ENTITIES ASSOCIATED WITH EFHOU, The Rally (COLLECTIVELY, THE "RELEASEES") FOR ANY INJURY OR DAMAGES I MIGHT SUFFER IN CONNECTION WITH MY VOLUNTEER WORK WITH EFHOU. THIS RELEASE APPLIES TO ANY AND ALL LOSS, LIABILITY, OR CLAIMS I OR MY RELEASORS MAY HAVE ARISING OUT OF MY VOLUNTEER WORK WITH EFHOU, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DAMAGE SUFFERED BY ME OR OTHERS, WHETHER SUCH LOSSES, LIABILITIES, OR CLAIMS BE CAUSED BY CONTACT WITH AND/OR THE ACTIONS OF OTHER PERSONS, CONTACT WITH FIXED OR NON-FIXED OBJECTS, NEGLIGENCE OF THE RELEASEES, RISKS NOT KNOWN TO ME OR NOT REASONABLY FORESEEABLE AT THIS TIME, OR OTHERWISE.

I understand that as a volunteer, I may become privy to confidential information about a Releasee. I agree to maintain the confidentiality of any information marked "confidential" as well as any information about each Releasee's business operations, organizational structure, employee information, financial operations, marketing strategy, organization, donor lists and amounts, plans for upcoming events, current or proposed business transactions and sponsorships, and any proprietary information such as computer software and programming and the like that is not otherwise publicly disclosed. I will not use any confidential information in any manner that would be detrimental to a Releasee.

At all times during my volunteer work with EFHou and the Rally, I will conduct myself in such a manner as not to reflect unfavorably on or in any way diminish the reputation of EFHou, the Rally and its affiliates.

I recognize that various photographs, video recordings and/or other media will be taken during the Rally's activities. I agree to grant the EFHou and the Rally full permission to use any photographs, video recordings, or other media of the Rally activities that contain my likeness for the purpose of promoting the Rally or its sponsors in any manner deemed appropriate by the EFHou and the Rally. I further agree to RELEASE and INDEMNIFY the EFHou and the Rally for any claims of NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE, STRICT LIABILITY or LIABILITY under the DECEPTIVE TRADE PRACTICES ACT or other fault for claims made that relate to any usage of photographs and/or interviews, including but not limited to damages, losses, costs of defense, attorney's fees and whether caused by the sole, joint, comparative or concurrent negligence, gross negligence or fault of the Rally or myself or third parties, the conditions of the event site or any other cause.

I hereby assign to the EFHou my entire right, title and in interest in any technical or business innovation, copyright, computer program and related documentation and other work of authorship made or conceived solely or jointly by me, or written wholly or in part by me that (1) relate to the actual anticipated business or research or development of the EFHou; (2) are suggested by or result from any task assigned to me or work performed by me for or on behalf of the EFHou; or (3) are otherwise made through the use of EFHou time, facilities, or materials. In furtherance of that objective, I will promptly disclose this information the EFHou management.

This agreement shall be construed and interpreted according to the laws of the State of Texas and the Volunteer agrees that it is subject to personal jurisdiction in Texas. Each of the parties irrevocably and unconditionally agrees that any suit, action, or legal proceeding arising out of or relating to this agreement shall be brought in courts located exclusively in Harris County, Texas.

I understand that I have given up substantial rights by signing this Release, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

Volunteer Signature: \_\_\_\_\_

\*Parent's/Guardian's Signature (If volunteer is under age 18): \_\_\_\_\_

Volunteer Name (Printed): \_\_\_\_\_

Parent's/Guardian's Name (Printed): \_\_\_\_\_

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

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