



VOLUNTEER APPLICATION

Thank you for your support of the Houston Astros and your interest in serving the Greater Houston community by joining the Houston Astros- Urban Youth Academy program initiatives as a volunteer. We are working on plans for new events and community service projects and welcome your help.

Please review and complete the requested information below and we will add you to our email list to share information regarding upcoming events and requests for volunteer service. For more information: email- uyv@astros.com call- 281.260.9166 or fax- 281.260.9169.

Volunteer Name: _____ **Date of Application:** _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____

Email Address: _____

Preferred Method of Contact: Email Phone

Are you at least 18 years old? Yes No

Days of the week and times you are available to volunteer (please circle all that apply):

<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thurs.</u>	<u>Fri.</u>	<u>Sat.</u>	<u>Sun.</u>
AM	AM	AM	AM	AM	AM	AM
Mid	Mid	Mid	Mid	Mid	Mid	Mid
PM	PM	PM	PM	PM	PM	PM

Please provide T-shirt size: Small Med. Large X-Large

Would you require special accommodations? Yes No

If yes, please explain (accommodation will be provided if available) -

Emergency Contact:

Name: _____ **Relationship:** _____

Address: _____ **City:** _____ **State:** _____

RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT

NOTICE: This is a release and indemnity with legal consequences. READ IT CAREFULLY BEFORE SIGNING.

In partial consideration of my being permitted to participate with the Houston Astros Urban Youth Academy program initiatives as a volunteer (the "Volunteer Opportunities"), I hereby freely agree to make the following contractual representations and agreements.

I fully realize the dangers of participating in the Volunteer Opportunities and fully assume the risks associated with such participation including, by way of example and not limitation, the following: the dangers of collision with fixed or moving objects or with other persons, the dangers arising from surface hazards, equipment failure, or inadequate safety equipment, and the possibility of serious and permanently disabling or fatal physical and/or mental trauma or injury associated with this Volunteer Opportunities.

I acknowledge, hereby irrevocably consent to, grant to, Houston Astros, LLC, Astros Foundation, Astros Urban Youth Academy ("the HOUSTON ASTROS") and its affiliates, the unrestricted, perpetual, worldwide, royalty-free, full paid-up and transferable right and license to use and exploit, and grant others the right to use and exploit (both electronically and in all other formats, whether or not known or hereafter developed), my name, art work, photograph, picture, voice, voice recorded image or other likeness of me in connection with my participation in the Volunteer Opportunities (hereinafter, the "Images") in employee communications, customer communications, publications, and any and all other commercial purposes without further compensation. I hereby grant to the HOUSTON ASTROS the right to copyright and otherwise secure proprietary rights without limitation or reservation. I acknowledge that the HOUSTON ASTROS is and will be the sole and exclusive owner of all rights in and to the Images, including my appearance thereon and all recordings thereof and all ideas, comments, contributions, and suggestions offered by me in connection therewith. Additionally, I hereby waive any and all moral rights in such images (to the extent any moral rights exist in such Images), any claim that I may have based on rights of publicity, privacy, or any other rights that may arise based on the use of my name, Images, likeness, or appearance. I hereby waive any right I may have to inspect and approve such Images or any use thereof by the HOUSTON ASTROS or its affiliates, assignees, or licensees. I consent to the release of my name, both verbally and in print, when used in conjunction with the above represented Volunteer Opportunities, videotapes or photographs. It is understood the photograph(s)/videotape(s) and my name may be used for commercial and promotional purposes. I also consent to the use of the above referenced photograph(s)/videotape(s) and my name for commercial and promotional purposes on the Internet.

For myself, my heirs, executors, administrators, personal or legal representatives, assigns and successors in interest (hereinafter collectively "successors"), I hereby waive, release and discharge any and all rights and claims which I have or which may hereafter accrue to me against the sponsors of this Volunteer Opportunities, the HOUSTON ASTROS and each of the foregoing, its parents, subsidiaries and affiliated entities, and its and their directors, officers, members, managers, agents, representatives and employees, any promoting organization(s), and their respective agents, officials and employees (hereinafter collectively the "Released Parties") through or which the Volunteer Opportunities will be held, for any and all injuries or damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the Volunteer Opportunities and/or the Images or any past, present, or future use thereof. Accordingly, I hereby and forever, irrevocably and unconditionally release and discharge the HOUSTON ASTROS, and each of its present and past subsidiaries, parent and related corporations, companies and/or divisions, and their past and present directors, officers, trustees, employees, insurers and agents, and their predecessors, successors, and assigns, from any and all claims, complaints, or causes of action relating to or arising from the Volunteer Activities and/or the Images or any past, present, or future use thereof. This release specifically includes all claims in tort or contract, and all claims seeking compensatory or punitive damages, consequential, incidental, or direct damages, attorney's fees, costs, injunctive relief, or any other relief whatsoever.

Release, Hold Harmless and Indemnity Agreement

I agree, that the above representations are contractually binding and are not mere recitals. Should any claim be asserted in contravention of this agreement, I for myself my successors agree to indemnify and hold harmless the Released Parties from, and to reimburse the Released Parties for any and all expenses (including legal fees) incurred in defending such claim or damage, judgment or settlement whether resulting in whole or in part from simple or gross negligence of a Released Party, provided that this indemnity shall not apply to a Released Party which is finally adjudged liable on such claim for willful and wanton misconduct or sole negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification or waiver of any other provision herein or as a consent to any subsequent waiver or modification.

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, United States of America, without reference to its conflicts of laws principles. In the Volunteer Opportunities of litigation arising under or relating to this Volunteer Opportunities, I explicitly consent to the jurisdiction of the federal or state courts of the State of Texas, United States of America.

If any of the provisions of this Release are determined to be invalid or unenforceable for any reason, I agree that the remaining provisions of this release, shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS RELEASE AND INTEND TO BE BOUND BY IT.

Print Name (Participant)

Signature

Date

Print Name (child if under age 18)

Signature (parent/guardian)

Date

Street Address

City, State, Zip

Phone

Witness Signature

Witness Name (Printed)

Date

**PLEASE READ THIS NOTICE AND CONSENT FORM CAREFULLY
BEFORE SIGNING. YOU WILL BE PROVIDED WITH A
COPY OF THIS FORM AT ANY TIME UPON REQUEST**

**NOTICE AND CONSENT CONCERNING CONSUMER REPORTS
FOR VOLUNTEER APPLICATIONS**

This form, which you should read carefully, has been provided to you because the Houston Astros, LLC, Astros Foundation, and/or Houston Astros Urban Youth Academy ("CLUB") either may request at any time, or has requested drug screening and/or consumer reports in connection with your application for volunteer opportunities with CLUB. Such information (the "Information"), if obtained, will be prepared by a drug screening/consumer reporting agency and may contain certain information in Club's sole discretion, including but not limited to information concerning your credit standing or worthiness, character, general reputation, personal characteristics, or mode of living, drug screening, criminal records checks, court records checks, and/or summaries of educational and employment records and histories. The Information contained in such reports may be obtained from public record sources.

If CLUB intends to make or makes an adverse decision with regard to your volunteer application based entirely or in part on the information obtained by a drug screen or contained in a consumer report, you will be notified as required by all applicable state and/or federal law.

Your consent is required by law before CLUB may obtain information from a drug screen or consumer report pertaining to your volunteering. Your signature indicates that you have carefully read and understand this document, and consent to the request and release of a drug screen and/or consumer report to CLUB for volunteer purposes as set forth herein, in CLUB's sole discretion, in connection with your application. This consent and authorization remains effective from the date of this document throughout your volunteer relationship with CLUB.

AUTHORIZATION AND CONSENT STATEMENT

I grant CLUB, Sarma Background and/or The Cole Group the authority to conduct any screenings/background investigations to obtain the information, including, but not limited to: certain information in Club's sole discretion, including but not limited to information concerning your credit standing or worthiness, character, general reputation, personal characteristics, or mode of living, drug screening, criminal records checks, court records checks, and/or summaries of educational and employment records and histories.. I grant CLUB, Sarma Background and/or The Cole Group the authority to verify all information I have provided to CLUB, Sarma Background and/or The Cole Group. I authorize all public and private individuals, corporations, organizations, firms, institutions, and other agencies who may possess information about me to release to CLUB, Sarma Background and/or The Cole Group and/or its designated representatives, without liability, any and all information.

I have carefully read and understand this document and, by my signature below, I agree and authorize that Sarma Background and/or The Cole Group may request a drug screen and/or consumer report regarding any information, as defined above. Additionally, I authorize the release of such drug screen and/or consumer report, as defined above, to CLUB, Sarma Background and/or The Cole Group. **I hereby release from liability and any and all claims and damages, and hold harmless CLUB, Sarma Background and/or The Cole Group and any contributing firm, individual, organization, or records depository and all of their officers, employees and agents from and against any liability and any and all claims or damages related to this NOTICE AND CONSENT CONCERNING CONSUMER REPORTS FOR VOLUNTEER APPLICATIONS.**

I understand that any relationship between myself and CLUB is for no certain period of time and that I can be released from, or quit this volunteer opportunity at any time. I release CLUB, Sarma Background and/or The Cole Group from any and all liability, known or unknown, related to its efforts to procure, verify, and/or rely on any of the above-mentioned information. I do hereby agree to forever release, discharge and indemnify CLUB, Sarma Background and/or The Cole Group and its associates to the full extent permitted by law from any claims, damages, losses, liabilities, costs and expenses, or any charge or complaint filed with any agency arising from or relating to retrieving, using, and/or reporting of information. I hereby authorize CLUB, Sarma Background and/or The Cole Group's assigned agents/designated company personnel to disclose, orally and in writing, the results of the verification process and/or interview to representative(s) of CLUB, Sarma Background and/or The Cole Group. I agree that any copy of this document is as valid as the original.

(Print)First Middle Last Social Security Number

Other names used (maiden/former married) and the specific years used.

Driver's License Number _____ State _____

Date of Birth _____

Current Address: _____
Street Address

_____ City

_____ State Zip

How long have you been at your current address (as indicated on your application form)?

_____ Years _____ Months. If less than seven years, please indicate previous address(es):

1) _____

Street Address

_____ City

_____ State Zip

2) _____

Street Address

_____ City

_____ State Zip

By completing this form and the entire application package, I represent the information I am providing is TRUE, CORRECT AND ACCURATE, and understand that if I provide false or misleading information, or omit information, CLUB may terminate the application process and refuse to offer a volunteer opportunity.

Signature

Date