STARK CULTURAL VENUES
Stark Museum of Art ▪ The W.H. Stark House ▪ Shangri La Botanical Gardens and Nature Center ▪ Lutcher Theater

Volunteer Application

Get involved with the Stark Cultural Venues. From the Stark Museum of Art to The W.H. Stark House, from Shangri La Gardens to the Lutcher Theater, we have a place for everyone. Read below about each of our unique opportunities and help us enrich, assist and educate our community. Volunteer at one or all of our Stark Cultural Venues today!

GENERAL INFORMATION

Full Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Primary Phone: _____ Secondary Phone: _____

Email: _____ Shirt Size: _____

EMERGENCY CONTACT

Name: _____ Relationship: _____

Phone Number: _____

Are you Bilingual? Yes: ____ No: ____ If yes, what language(s): _____

Do you have any physical or intellectual limitations that need to be accommodated?

(Eyesight, hearing, ascending/descending stairs, unable to stand for long periods, learning disability, etc.)

Yes: ____ No: ____ If yes, please explain:

_____

_____

_____

Acknowledgement, Liability Waiver and Indemnity Agreement

I, _____ (undersigned Volunteer), understand that the following agreements are a prerequisite to my participation in the volunteer program ("Program") that is associated with and functions at any of the Stark Cultural Venues ("Venues") in Orange, Orange County, Texas, and, further, I understand that such agreements are made for and in consideration of the Venues allowing me to participate in the Program.

I acknowledge and agree that my participation in the Program is on a voluntary basis and that I am not an employee of the Venues or their owner, the Nelda C. and H.J. Lutcher Stark Foundation ("Foundation"). I understand that the Venues are under no any obligation to use my services in the Program and may terminate the use of my volunteer services at any time without notice to me.

While providing volunteer services, I will follow any and all rules or requirements set forth by the Venues or the Foundation. I understand that the Venues have sole discretion to assign tasks to volunteers and may change these assigned tasks without notice to me. I further acknowledge and understand that I will receive no compensation, wages, insurance coverage, or any other employment related benefits for my volunteer service at the Venues, or any reimbursement for any expenses I may incur relating to the Program.

I understand that the nature and extent of my role as a volunteer may potentially include physical activities, as well as interaction with visitors and other individuals (collectively "Tasks"). Although Program and Venues staff take reasonable steps to safely conduct the Tasks, I recognize and acknowledge there is always the possibility of bodily injury or even death associated with the Tasks, including losses that may result not only from my own actions, inactions and negligence but also from the actions, inactions or negligence of others, and the condition of the facilities, equipment or site/area of the Venues. I assume responsibility for all risks associated with my participation in the Program or as a result of participating in any Tasks connected with the Program, and I agree that I will not hold the Venues or Foundation liable for any losses that I may incur or sustain to myself or my property as a result of such participation.

In consideration of my placement as a volunteer in the Program, I hereby agree to **release, discharge and waive** the Venues, their directors, representatives, agents and employees, and its affiliated organizations, owners and sponsors, including but not limited to the Foundation, its directors, officers, agents, representatives and employees (collectively "the Released Parties") from any and all claims, actions, causes of action, demands, liability, and damages of whatever kind, including but not limited to negligence and/or gross negligence, whether or not such negligence is caused by an officer, employee or volunteer of the Venues or the Foundation, arising out of or resulting from any injury or damage suffered or incurred by me in connection with my participation in the Program. **I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, AND/OR WILLFUL CONDUCT ARISING OUT OF OR RESULTING FROM MY PARTICIPATION IN THE PRGROM, INCLUDING BUT NOT LIMITED TO ANY BODILY INJURIES, DEATH, PROPERTY DAMAGE OR LOSSES SUSTAINED BY ME OR CAUSED BY ME.**

I expressly understand and agree that the foregoing Acknowledgment, Liability Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and it is governed by and interpreted in accordance with the laws of the State of Texas. In the event any provision of this Waiver is held invalid, the remaining provision will nevertheless continue in full legal force and effect.

In addition to and without waiving the foregoing, I grant the Foundation and the Venues the perpetual worldwide and royalty-free rights to use any photographic (including digital) images, video or audio related to my participation in the Program that may be made by or on behalf of the Foundation or the Venues for publicity and/or educational purposes, without compensation to me or my heirs, representatives or assigns.

I acknowledge and agree that this Acknowledgment, Liability Waiver and Indemnity Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or electronically scanned and transmitted versions of an original handwritten signature and electronic and digital signatures as defined by the Texas law.

I have carefully read the above waiver and indemnity and further agree that no oral representations, statements nor inducement apart from the foregoing written agreement has been made. I fully understand the nature, extent, content and consequences of this waiver and indemnity. I acknowledge that I am over the age of 18 years and that I sign this Liability Waiver and Indemnity Agreement knowingly and voluntarily and intend for it to be legally binding on me and my heirs, assigns, and legal representatives.

Signature of Applicant: _____

Printed Name: _____

Date: _____

DISCLOSURE AND AUTHORIZATION FORM
TO OBTAIN CONSUMER REPORTS (BACKGROUND CHECK) FOR
VOLUNTEER ASSESSMENT PURPOSES

Please Read Carefully before signing the Authorization that follows the Disclosure below:

DISCLOSURE

In considering you for selection and placement to serve as a volunteer with one or more of the programs of the Nelda C. and H.J. Lutcher Stark Foundation ("Stark Foundation"), Stark Cultural Venues ("Venues") or, if you currently serve as a volunteer for the Stark Foundation, in considering you for any subsequent placement, reassignment, retention, or other volunteer-related considerations, the Stark Foundation may request and rely upon consumer reports or investigative consumer reports about you that the Stark Foundation may obtain from a consumer reporting agency, such as AmericanChecked, Inc. or similar background screening agency.

For explanation purposes:

- A "consumer reporting agency" is a person or business which, for fees, dues, or on a non-profit basis, regularly assembles or evaluates consumer credit information or other information on consumers for the purpose of furnishing consumer reports to others, including organizations with volunteer opportunities such as the Stark Foundation.

- A "consumer report" is a written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in making an decision about you relating to your placement as a volunteer. Such information may include, for example, credit information, criminal history reports, driving records, or any other public record information.

- An "investigative consumer report" is a consumer report in which information on your character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with your prior employers, neighbors, friends, or associates, or with others who may have knowledge concerning any such items of information. In the event an investigative consumer report is requested about you, you are entitled to additional disclosures regarding the nature and scope of the investigation requested, as well as a written summary of your rights under the Fair Credit Reporting Act ("FCRA").

Under the Fair Credit Reporting Act ("FCRA"), before the Stark Foundation may obtain a consumer report or investigative consumer report about you for volunteer assessment purposes, it must have your written authorization.

Before the Stark Foundation may take adverse action on the basis, in whole or in part, of information in that report, you will be provided a copy of the report, the name, address, and telephone number of the reporting agency, and a summary of your rights under the FCRA.

AUTHORIZATION

I have read and understand the prior Disclosure that a consumer report about me may be obtained by the Stark Foundation for assessment purposes as part of my prospective or current volunteer service with the Venues or other program of the Stark Foundation.

By signing below, I voluntarily authorize the Stark Foundation to obtain consumer reports or investigative consumer reports about me from a consumer reporting agency and to consider the information in such reports when making decisions regarding volunteer selection and placement with one or more of the programs of the Stark Foundation.

If I am selected by the Stark Foundation to serve as a volunteer with its organization, I agree that this Authorization may remain on file with the Stark Foundation and serve as ongoing authorization for the Stark Foundation to obtain consumer reports or investigative consumer reports at any time during the period of my volunteer service with any of the programs of the Stark Foundation, in considering me for any subsequent placement, reassignment, retention, or other volunteer-related considerations.

I understand that I have rights under the Fair Credit Reporting Act, including the rights discussed in the prior Disclosure.

I acknowledge and agree that this Disclosure and Authorization may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or electronically scanned and transmitted versions of an original handwritten signature and electronic and digital signatures as defined by the Texas law.

Signature of Applicant: _____

Printed Name: _____

Date: _____

ADDITIONAL INFORMATION, ACKNOWLEDGMENTS AND AGREEMENTS

RELATING TO THE DISCLOSURE AND AUTHORIZATION FORM
FOR STARK FOUNDATION TO OBTAIN
CONSUMER REPORTS (BACKGROUND CHECK) FOR VOLUNTEER ASSESSMENT PURPOSES

For purposes of authorizing the Stark Foundation to obtain and rely on consumer reports for consideration in connection with volunteer assessment purposes, I agree to supply the following information, which may be required by law enforcement agencies and other entities for positive identification purposes when checking records. It is confidential and will not be used for any other purpose.

Full name: _____

Former name(s) used: _____

Current Address: _____

Prior Addresses:

State _____ City/County _____ From _____ to _____

State _____ City/County _____ From _____ to _____

State _____ City/County _____ From _____ to _____

State _____ City/County _____ From _____ to _____

Current Driver's License No: _____ State Issuing License: _____

*Date of Birth: _____SSN: _____

Email Address (if you wish to be contacted this way): _____

Phone Number: _____

_____

*Necessary for completion of identifying information for background review/consumer report under FCRA; will not be used for nor impact any selection, placement or other volunteer service-related decision.

I acknowledge that my signature on the separate Disclosure and Authorization Form, as well as the completion by me of this Additional Information, Acknowledgments and Agreements Form, is voluntary.

I further acknowledge that my failure to complete these Forms may mean that the required information cannot be obtained to complete the investigation of me, which may affect my prospective or continued volunteer status. I authorize, without reservation, any party or agency contacted by the consumer reporting agency to furnish the information described in the Disclosure with regard to the explanation of the nature and scope of a consumer report and of an investigative consumer report.

I acknowledge and agree that the Disclosure and Authorization Form in original, faxed, photocopied, or electronic (including electronically signed) form will be valid for any consumer reports or investigative consumer reports that may be requested about me by or on behalf of the Stark Foundation, and I further agree that the Authorization Form may be presented or otherwise utilized by the Stark Foundation at any time for the purposes authorized therein.

I understand that, if the Stark Foundation intends to take any adverse action based upon the consumer report or investigative consumer report regarding my fitness for placement as a volunteer within the Stark Foundation or its programs, the Stark Foundation will provide me with a copy of any such report and a summary of the rights available to me under the FCRA. I further understand that such report will be made available to me prior to any such decision being made, along with the name and address of the reporting agency that produced the report. I confirm that I may be contacted as indicated above.

I have the right to make a request to the consumer reporting agency: AmericanChecked Inc., 4870 South Lewis Ave., Ste. 120, Tulsa, OK 74105; telephone (800-975-9876) ("Agency"), upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including the sources of information and the Agency will provide a complete and accurate disclosure of the nature and scope of the investigation covered by the investigative consumer report(s); and the recipients of any reports on me that the Agency has previously furnished within the two-year period for volunteer assessment requests and one year for other purposes preceding my request.

Based on the foregoing Authorization completed by me, I consent to the Stark Foundation obtaining a consumer report and/or an investigative consumer report from the Agency, which maintains a privacy policy on its website at.

I hereby release the Stark Foundation and its contractors, officers, directors, employees or representatives from any and all liability for any claims, damages or losses of whatever kind that may be incurred by me or my personal representatives, devisees, heirs or assigns as a result of the use, application or implementation of the Authorization, the transmission or disclosure of any information or documentation that may be obtained as a result of the Authorization or the general compliance with the terms and purposes of the Authorization.

I acknowledge and agree that this Disclosure and Authorization may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or electronically scanned and transmitted versions of an original handwritten signature and electronic and digital signatures as defined by the Texas law.

By signing below, I certify that the additional information provided by me is true and complete, together with my understanding of and agreement with the acknowledgments and terms stated above.

Signature of Applicant: _____

Printed Name: _____

Date: _____

Child Protection Policy

The Nelda C. and H.J. Lutcher Stark Foundation is committed to creating an environment that is safe for children. To further this goal, all volunteers and employees are expected to maintain vigilance for hazards that may be potentially harmful to children who visit premises owned by the Stark Foundation or who participate in activities sponsored by the Stark Foundation.

Groups of children should be under the supervision of at least two responsible adults at all times.

Children should not be permitted to leave the premises unless accompanied by an adult with authority to be in the company of that child. Children should not be left in the company of adults not known to have accompanied them to the premises or without authority to be in the company of children.

If any volunteer or employee observes behavior that is considered suspicious or threatening, the volunteer or employee should immediately take the following steps:

1. Do not leave the child alone with the person engaging in the suspicious or threatening behavior. Inquiry should be made to determine the identity of an adult with responsibility for the child and to determine the identity of the person engaging in the suspicious or threatening behavior.

2. Where the threat of harm is sufficient, law enforcement must be contacted immediately, regardless of whether the source of the potential harm is an adult with authority over or responsibility for the child. The Security Manager for the Stark Foundation should also be immediately alerted.

3. All allegations or complaints of harm or significant near-harm to a child while on Stark Foundation premises or while participating in activities sponsored by the Stark Foundation. must be immediately reported to the Chief Executive Officer of the Stark Foundation, who will determine the appropriate steps needed to investigate the complaints or allegations. Steps to be taken to address each situation will depend on the circumstances, but in no event should allegations or complaints be left unreported.

I have read the Child Protection Policy above and have received a copy of the policy. I understand how I am responsible to protect each child and agree to abide by the policy described above.

Signature of Applicant: _____

Printed Name: _____

Date: _____

COPYRIGHT ASSIGNMENT

This Copyright Assignment ("Agreement") is dated and executed on the Effective Date (as defined below) by and between Nelda C. and H.J. Lutcher Stark Foundation ("Foundation" or "Assignee") and the undersigned individual ("Individual" or "Assignor"). Foundation and Individual are collectively referred to herein as the "Parties."

Background

Individual desires to perform and/or will perform certain volunteer services for Foundation in connection with the Stark Cultural Venues, including the Stark Museum of Art, The W.H. Stark House, Shangri La Botanical Gardens and Nature Center, and the Lutcher Theater ("SCV"). Foundation desires to acquire from Individual, and Individual desires to transfer to Foundation, rights in photographs, films and/or other images already taken and/or that will be taken by Individual in and around the SCV during the Individuals volunteer services ("Works"). For good and valuable consideration, including but not limited to the opportunity granted to Individual as a volunteer to make the photographs within the SCV comprising the Works, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

Individual hereby irrevocably SELLS, ASSIGNS, CONVEYS, AND OTHERWISE FULLY TRANSFERS to the Foundation the Works described above, throughout the world, forever, without limitation, including, but not limited to, all right, title and interest in any and all rights to reproduce; prepare derivative works; distribute copies by sale, transfer, rental, etc.; perform; display; tangible, intangible, intellectual, moral, design, copyright rights, etc.; renewals; extensions; pre-existing and future causes of action; receive income; recover for past infringement; and sue for infringement, all in any current or future media or use, whether or not currently contemplated. Individual warrants Individual is the sole author and owner of the Works, no third party has any interest therein, and exercise of the rights transferred will not infringe any third party's rights.

At the request of Foundation, its successors and/or assigns, Individual will, without additional consideration, timely execute all papers and perform such other acts as Foundation, its successors or assigns, deems necessary to ensure that Foundation is the sole owner of all copyrights in and to the Works and to otherwise give full and proper effect to this Agreement. This Agreement reflects, merges and integrates all prior and current agreements and understandings of the parties concerning the Works, and may not be modified or amended except in writing signed by each of the signatories hereto or their authorized representatives.

This Agreement, and the relationship between the parties relating hereto, shall be governed by, construed and enforced in accordance with the laws of the State of Texas and shall be fully performable in Orange County, Texas. The parties hereby consent to the exclusive jurisdiction of the courts sitting in Orange County, Texas, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding by any party (or its successor in interest) to this Agreement, arising out of or in any way related to this Agreement.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart instrument.

Executed as of the _____ day of _____, 20____ ("Effective Date").

Nelda C. and H.J. Lutcher Stark Foundation	**Individual**
(Assignee):	**(Assignor):**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Assignor's Year of Birth: _____

ACKNOWLEDGMENT OF STARK CULTURAL VENUES VOLUNTEER APPLICATION

By signing this Volunteer Application Form, I request that I be considered for placement as a volunteer with one or more of the programs of the Nelda C. and H.J. Lutcher Stark Foundation in connection with the Stark Cultural Venues*. I acknowledge and agree that the completion of a volunteer application is one aspect of the overall application process and that additional paperwork and orientation will be required before volunteer status is conferred.*

I acknowledge that my participation is solely on a volunteer basis and would not confer any employment status, and I further acknowledge that the Stark Foundation is under no obligation to accept my offer of volunteer service at any of the Stark Cultural Venues and may terminate the use of my volunteer services at any time without notice.

I understand that I must conduct myself in an appropriate and professional manner in order to participate as a volunteer of the Stark Cultural Venues, and I agree to comply with the rules and policies as may be further provided. I certify that the information provided on this application is correct and complete to the best of my knowledge, and I understand that misrepresentations or omissions may be cause for my immediate rejection as an applicant for a volunteer position or for my subsequent termination as a volunteer.

I acknowledge and agree that this Application may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or electronically scanned and transmitted versions of an original handwritten signature and electronic and digital signatures as defined by the Texas law.

Signature of Applicant: _____

Printed Name: _____

Date: _____

STARK
ART & HISTORY

There are volunteer opportunities available throughout The W.H. Stark House, Stark Museum of Art, and Eunice R. Benckenstein Library & Archive. Acceptance is dependent upon the needs and available openings and will be based, in part, on the information submitted in the completed application.

All qualified applicants for volunteer placement will receive consideration without regard to race, color, gender, religion, national origin, age, disability or veteran status. However, Stark Art & History Venues staff does reserve the right to choose among applicants who are most likely to contribute to the operations of the venues.

VOLUNTEER OPPORTUNITIES

Please mark any and all areas in which you may be interested:

_____ The W.H. Stark House: welcome visitors to the House, assist with or host guided tours of the Home, attend to hands-on activity stations during special events throughout the year.

_____ Stark Museum of Art: assist with the facilitation of activities, art experiences, games, and other educational opportunities at events and programs

_____ E.R.B. Library & Archive: assist with re-housing the existing archival collection

SKILLS AND EXPERIENCE

Please list any special skills, interests, training and/or relevant experiences:
_____
_____
_____

How did you hear about the Stark Art & History Venues Volunteer Program?
_____
_____
_____

Shangri La | Botanical Gardens® & Nature Center

There are volunteer opportunities available throughout Shangri La Botanical Gardens & Nature Center. Acceptance is dependent upon the needs and available openings and will be based, in part, on the information submitted in the completed application.

All qualified applicants for volunteer placement will receive consideration without regard to race, color, gender, religion, national origin, age, disability or veteran status. However, Shangri La staff does reserve the right to choose among applicants who are most likely to contribute to the operations of the venue.

VOLUNTEER OPPORTUNITIES

Please mark any and all areas in which you may be interested:

EDUCATION	VISITOR SERVICES	HORTICULTURE
_____ Program Assistant	_____ Garden Greeter	_____ Production Greenhouse Helper - 15th Steet
_____ Boat Driver	_____ Garden Guide	
	_____ Special Projects and Events	_____ Garden Helper - Shangri La Gardens
		_____ Downtown Garden Helper - Stark Museum/Stark House/ Lutcher Theater

SKILLS AND EXPERIENCE

Please list any special skills, interests, training and/or relevant experiences:

_____

_____

_____

How did you hear about Shangri La Gardens Volunteer Program?

_____

_____

_____

The Lutcher Theater Service Guild is an association of volunteers dedicated to serving a variety of needs for the ***Frances Ann Lutcher Theater for the Performing Arts****. The Lutcher Theater brings quality performing arts events to more than 30,000 adults and school children in Southeast Texas and Southwest Louisiana each year.*

There are volunteer opportunities available throughout the Lutcher Theater. Acceptance is dependent upon the needs and available openings and will be based, in part, on the information submitted in the completed application.

All qualified applicants for volunteer placement will receive consideration without regard to race, color, gender, religion, national origin, age, disability or veteran status. However, the Theater staff does reserve the right to choose among applicants who are most likely to contribute to the operations of the venue.

VOLUNTEER OPPORTUNITIES

Please mark any and all areas in which you may be interested:

_____ **Event Planning**: Assist in planning and executing special events

_____ **Audience Development**: Acquaint the public with theater happenings; distribute posters

_____ **Hospitality**: Provide hospitality to our traveling cast members

_____ **Membership**: Help conduct membership drive and events

_____ **Patron Services**: Usher, scan tickets, and working in concessions
(NOTE: ushering requires ascending and descending stairs)

_____ **Sets, Lights, and Props**: Assist Theater Technical Director as a stagehand
(NOTE: This opportunity is demanding and requires physical exertion)

_____ **Inactive**: I appreciate the volunteers and would like to support the Guild as an inactive member.

LAST PAGE IS FOR OFFICE USE ONLY

ANNUAL DUES

Annual Dues are $15.00 per person for the Guild Year September 2025-August 2026

_____ I am including my annual dues and any additional support as noted below, but I am unable to be involved in any Guild opportunities at this time.

Indicate Status for 2025-26:

Renewal_____ New_____ Student (fee waived) =$ _____

SUBTOTAL OF DUES: =$ _____

Additional Donation to Lutcher Theater Service Guild = $ _____

Total Due: = $ _____

Type of Payment: Check_____ (Check #) _____or Cash $_____

RECEIPT

Thank you for joining the Lutcher Theater Guild and paying your $15 dues for the 25/26 season.

Date: _____

Received from: _____

Type of Payment: _____ (Cash or Check) Check #: _____