

OPENLANDS - Volunteer Waiver and Release

Name of Volunteer Program: _____

Date(s) of Volunteer Program: _____

- 1. Warning of Risk:** Despite careful and proper preparation of programs, facilities, and instruction, there is still a risk of injury when participating in any volunteer program. Understandably, not all hazards and dangers can be foreseen. Volunteers must understand that, depending upon the program, certain risks, dangers and injuries due to acts of God, inclement weather, slipping, falling, inadequate or defective equipment, failure in supervision or instruction, premises defects, horseplay, carelessness, lack of skill or technique, and all other circumstances inherent to a particular program exist. In this regard, it must be recognized that it is impossible for Openlands to guarantee absolute safety.

Please read this form carefully and be aware that you will be expressly assuming the risk and legal liability of participating in the program, and waiving and releasing all claims for injuries, damages or loss which you may sustain as a result of any and all activities connected with the program.

- 2. Assumption of Risk:** As a volunteer, I recognize and acknowledge that there are certain risks of physical injury to volunteers participating in the program, and I voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, that I or my minor child may sustain as a result of said participation.
- 3. Waiver and Release of All Claims:** In consideration of being able to participate in the program, I hereby release, waive, and covenant not to sue OPENLANDS, its officers, employees, and agents with respect to any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees) of any kind or nature which may arise out of, result from, or relate in any way to my volunteer services or participation in the program, including claims for liability caused in whole or in part by the negligent acts or omissions of the parties released hereunder.
- 4. Employment Status:** I understand and acknowledge that I am not an employee of Openlands, and agree that I will not hold myself out as an employee of Openlands. I acknowledge that I am acting as a volunteer, and that I will not be paid for my participation in the program or be entitled to any benefits normally provided to employees of Openlands. I acknowledge that Openlands does not carry or maintain health, medical, disability, or Workers' Compensation insurance coverage for any volunteer.
- 5. Photographic Release:** Photographs and videos are taken by Openlands staff and/or contractors or volunteers to use for Openlands promotional purposes. By signing below, I hereby grant permission for Openlands to use, reproduce, and publish for promotional purposes any photographic or video images taken of myself and my minor child while participating in the program.

I hereby warrant that I have read this Waiver and Release carefully, that I understand its terms and conditions, and that I have signed this Waiver and Release as my own free and voluntary act.

Volunteer Name (please print): _____ **Date:** _____

Volunteer Signature: _____

If signing as a parent/guardian for a person under 18, print name and date of birth of minor here:

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

Emergency Contact Name: _____ **Emergency Contact Phone:** _____

Would you like to receive our newsletter? Circle one: Yes No