



Volunteer Service Agreement, Release and Acknowledgement of Risk

NAME: _____ PHONE: _____

ADDRESS: _____

BIRTH DATE: _____ CIRCLE ONE: Adult Youth (under 18)

EMAIL: _____

(We will let you know about future events and volunteer opportunities)

NAME: _____ PHONE: _____

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING IT OR INITIALING ANY OF ITS PROVISIONS. FOR INDIVIDUALS UNDER AGE 18, THIS DOCUMENT MUST BE SIGNED AND INITIALED AT ALL INDICATED LOCATIONS BY A PARENT OR LEGAL GUARDIAN.

This Volunteer Agreement, Release and Acknowledgement of Risk is executed by the Volunteer and, if a minor, his or her parent or legal guardian. The volunteer and guardian do hereby freely, voluntarily, and without duress, make the following representations and execute this release under the following terms.

- Acknowledgement and Assumption of risk.** The volunteer and guardian understand that the activities engaged in while volunteering with SRWG may include activities that may be hazardous to the volunteer, including, but not limited to trail building, construction, habitat enhancement, cleaning, loading, unloading, and transportation to and from work sites. As a volunteer participant in SRWG's programs and activities, or as the person legally responsible for a volunteer participant, I recognize that such volunteer activities involve certain risks and dangers, and that accidents are possible. In light of this knowledge, I undertake full responsibility for all harm that comes to me or any person for whom I am legally responsible as a result of being a volunteer participant in SRWG's activities. Some (but not all) of the possible risks faced by participants include the following: intentional or careless acts of other parties; dangerous weather conditions; the use of vehicles; dangers associated with first-aid, emergency treatment, or other services rendered; and consumption of food or drink. With full knowledge of the risks inherent in such activities, I release and agree to hold SRWG harmless from any and all liability for any accident or injuries from which I, or any person for whom I am legally responsible, might suffer damages, to the fullest extent allowed by law.
- I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness, disease, or damage to me, to any person for whom I am legally responsible, or to my property.
- I understand and acknowledge that when a minor participant attends a SRWG activity or event with a parent or legal guardian, the minor participant shall be under the care, control, and supervision of the accompanying adult.
- I agree to defend and hold SRWG harmless against any claims, demands, liabilities, actions, suits, and proceedings of every kind, including the costs and expenses thereof, brought or filed against SRWG arising out of my intentionally tortuous actions. In case such a claim should be brought or an action filed against SRWG, I agree that SRWG may employ an attorney of their own selection to appear and defend the action.



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on behalf of SRWG, and that I will bear the expense of such defense.

5. It is understood and agreed that SRWG assumes no responsibility for the theft, loss, damage or disappearance of participants' personal property. I agree that my personal property, or the personal property of the minor for whom I am guardian, is my sole responsibility, and I bear all risk of loss or damage.

Waiver and Release. The activities the volunteer engages in with SRWG are inherently risky and may cause harm to the volunteer including injury, illness or even death. Recognizing this, Volunteer and guardian do hereby release, to the fullest extent allowed by law, and forever discharge and hold harmless SRWG, its staff and board, its successors, and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the volunteer's work with SRWG. Volunteer and guardian understand that this release discharges SRWG from any liability or claim that the volunteer and guardian may have against SRWG with respect to any bodily injury, personal injury, illness, death or property damage that may result from volunteer's work for SRWG. Volunteer and guardian also understand that SRWG does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury or illness.

Please Initial Here (Volunteer)

Please Initial Here (Parent or Guardian)

6. **Accident Waiver/Medical Release.** Volunteer and guardian are aware that there are inherent risks in the activities associated with SRWG programs. Knowing this, Volunteer and guardian do hereby release and forever discharge SRWG from any claim whatsoever that arises or may hereafter arise on account of any first aid treatment, or service rendered in connection with the volunteer's work for SRWG or with the decision by any representative of SRWG to exercise the power of consent to medication or dental treatment, as such power is granted and authorized by the volunteer signature and/or parent or guardian signature below for treatment of a minor. Volunteer and/or guardian represent and verify that Volunteer has no past or current physical condition that might affect his/her participation in the SRWG programs or activities, other than as separately provided in writing to SRWG. In the event that Volunteer needs emergency medical treatment, and guardian and/or the emergency contact listed above cannot be contacted Volunteer and guardian hereby authorize SRWG and its instructors, volunteers or staff to obtain or provide emergency hospitalization, surgical or other medical care for Volunteer. Volunteer and guardian specifically indemnify and hold harmless SRWG, its instructors, volunteers or staff from any negligence and all costs arising out of the decision to obtain and provide such care, treatment and/or procedure for such emergency,

Please Initial Here

Parent or Guardian Please Initial Here

7. **Insurance.** The volunteer and guardian understand and acknowledge that SRWG does not carry or maintain health, medical or disability insurance coverage for the Volunteer.
8. **Video and Photo Release.** The volunteer and guardian do hereby give full consent to the Sun River Watershed Group to copyright or publish all videos and photographs in which the volunteer may appear. The volunteer and guardian do hereby understand that SRWG is a highly visible program within the community and media eye, and hereby give consent for release of all video and photographic materials and waive any right to inspect or approve of the finished product.



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9. It is agreed and understood by and between the parties that any legal dispute arising out of the Agreement is to be adjudicated under the laws of the State of Montana.
10. It is also agreed and understood by and between the parties that if any Court should vacate or strike any portion of this Agreement, such vacating or striking will be limited solely to the provision that is held invalid and will not affect any other portion of this Agreement.
11. I understand that this is the entire agreement between me and SRWG, and it cannot be modified or changed in any way by the oral representations or statements of any employee or agent of SRWG, or by me.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. I ALSO ACKNOWLEDGE THAT THIS RELEASE WILL CONTINUE IN EFFECT ANY TIME I PARTICIPATE IN AN SRWG LED OR SPONSORED ACTIVITY. IF I DO NOT FULLY UNDERSTAND THIS AGREEMENT AND RELEASE AND THE EFFECT OF ITS PROVISIONS, I WILL SEEK APPROPRIATE ADVICE OR CLARIFICATION BEFORE I SIGN IT.

Volunteer

Date

Parent or Guardian

Date