



### Volunteer Release and Waiver of Liability

Thank you for volunteering! We greatly appreciate your assistance and commitment to your community. Our agency policy requires that we have an accurate record of all volunteers.

This release and Waiver of Liability (the "Release") is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ (the "Volunteer") in favor of Wesley Community Services, a non-profit corporation organized and existing under the laws of the State of Ohio, USA, its directors, officers, employees, volunteers, and agents (collectively, "Wesley").

I, the Volunteer, desire to work as a volunteer for Wesley Community Services and engage in the activities related to being a volunteer (the "Activities"). I understand that the Activities may include, but are not limited to, working in Wesley's office, landscaping, moving and lifting heavy objects, cooking and packaging food, distributing food, construction projects, and participating in special events and fundraisers.

I hereby freely and voluntarily, without duress or coercion, execute the Release under the following terms:

**Release and Waiver/Covenant Not-to-Sue:** The Volunteer does hereby release and forever discharge and hold harmless Wesley Community Services, and all 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 Activities with Wesley.

The Volunteer understands that this Release discharges Wesley from any liability or claim that the Volunteer may have against Wesley. This includes, but is not limited to, claims arising from any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's Activities with Wesley, whether caused by the negligence of Wesley or its officers, directors, employees, or agents or otherwise. Volunteer also understands that Wesley 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.

**Medical Treatment:** The Volunteer does hereby release and forever discharge Wesley from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with Wesley.

**Assumption of Risk:** The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, landscaping, loading and unloading, meal preparation and distribution, and transportation to and from the work sites.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Wesley from all liability for, among other things, injury, illness, death, or property damage resulting from the Activities.

**Insurance:** The Volunteer understands that, except as otherwise agreed to by Wesley in writing, Wesley does not carry or maintain health, medical, or disability insurance for any Volunteer. **The Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

**Photographic Release:** The Volunteer does hereby grant and convey unto Wesley all rights, title, and interest in any and all photographic images and video or audio recordings made by Wesley during the Volunteer's Activities with Wesley, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Compensation:** The Volunteer understands that this Release governs his or her relationship with Wesley and defines the scope and extent of any rights arising thereunder. The Volunteer expressly affirms that Wesley has not made any other representation, covenant, or promise, oral or otherwise, that provides rights or commits Wesley in a manner inconsistent with or greater than this Release.

**Other:** The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Volunteer agrees that the invalidity of any statement or waiver of rights above under local, state, or federal law does not invalidate any other statement or waiver of rights above.

I understand that it is my desire to further the work of Wesley by performing services as a Volunteer. I undertake to perform said services as a Volunteer without compensation and that, in performing said services, I acknowledge that I am not acting as an employee of Wesley Community Services. I have read this waiver/release and understand the terms used in and their legal significance. This waiver, release and covenant not-to-sue is freely and voluntarily given with the understanding that the right of legal recourse against Wesley is knowingly given up. My signature on this document is intended to bind not only myself, but also my successors, heirs, representatives, administrators and assignees.

**Volunteer Name (please print):**

\_\_\_\_\_

**Signature:**

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

**Witness Name (please print):**

\_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\*\*\*If the Volunteer is under the age of 18 a parent or legal guardian must sign\*\*\***

Parent Signature \_\_\_\_\_ Date: \_\_\_\_\_