

Friends of Laguna Atascosa National Wildlife Refuge Volunteer Liability Form

Contact Information

Full Name:	
Street Address:	City, State, Zip:
Phone Number:	Email:
Medical concerns we should note about you (allergies, etc.):	

Emergency Contact Information

Full Name:	Relationship:
Primary Phone:	Secondary Phone:

Job Description

Volunteer activity description:	
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Sign and Release

INDIVIDUALS WILL NOT BE PERMITTED TO VOLUNTEER WITHOUT COMPLETING A RELEASE AND WAIVER FORM. IN WITNESS THEREOF, Volunteer has executed this Release as of the day and year first written below.

Signature:	Date:	/	Reviewed:	/	Reviewed:
Legal Guardian Signature (if volunteer is under age 18):					

This Release and Waiver of Liability (the "Release") is executed by the volunteer or the legal guardian of a youth (any person under the age of 18 years of age) who is volunteering (the "Volunteer") in favor of Friends of Laguna Atascosa National Wildlife Refuge (Friends). The Volunteer desires to work as a volunteer for the Friends and engage in activities related to being a volunteer (the "Activities").

The Volunteer hereby freely, voluntarily and without duress executes this Release for the Volunteer's self, personal representatives, heirs and next of kin under the following terms:

Release and Waiver: Volunteer does hereby release, forever discharge, covenant not to sue, and hold harmless the Friends, its officers, directors, employees, agents and 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 Volunteer's Activities. Volunteer agrees to indemnify, save and hold harmless the Friends from any loss, liability, damage or cost they may incur due to the Volunteer participating in any of the Activities and ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY OR PROPERTY DAMAGE due to THE NEGLIGENCE OF THE FRIENDS OR OTHERWISE while participating in any of the Activities. .

Medical Treatment: Volunteer does hereby release and forever discharge the Friends, its officers, directors, employees, agents and successors and assigns, 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. By signing this agreement, you, the undersigned, hereby agree to and authorize the following:

- The Friends may seek medical treatment or service, including without limitation first aid, hospitalization and emergency ambulance service, for the Volunteer in connection with the Volunteer's participation in the Activity. The Volunteer or their Guardian shall remain financially responsible for any costs incurred as a result of said treatment and services and hereby agree to make full payment for such to the attending medical personnel and/or health care facility rendering such treatment and services. The Friends shall make every effort to contact the Volunteer's emergency contact provided in this Agreement in the event such care is sought.

- The Friends may share information contained in this Agreement as well as other documents and information related to the Volunteer otherwise in its possession with other Friends staff, Activity sponsors and volunteers and health providers in seeking such medical treatment or service for the Volunteer.

Assumption of the Risk: The Volunteer understands that he or she always has the right to refuse to perform any Activity that the Volunteer feels he or she is unqualified to perform or that the Volunteer deems to be unsafe. The Volunteer acknowledges that the Activities may entail unknown and unanticipated risks that could result in physical or emotional injury to the Volunteer. The Volunteer agrees to comply with all terms and conditions for participation in the Activities and agrees that if an unusual hazard is observed during participation in any of the Activities, the Volunteer will immediately remove himself/herself from participation and bring such hazard to the attention of the Friends.

The Friends do 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.

Insurance: The Volunteer understands that, except as otherwise agreed to in writing by the Friends, the Friends do not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL OR HEALTH INSURANCE COVERAGE.**

Photographic Release: Volunteer does hereby grant and convey unto the Friends all right, title, and interest in any and all photographic images and video or audio recordings made by the Friends during the Volunteer's Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Volunteer authorizes the Friends, its affiliates, successors and assigns, and those acting under its permission to copyright use, exhibit, transmit, broadcast and/or publish such photographs or recordings now or at any time in the future. Volunteer also consents to the use of his/her name in connection with the use of any such photographs or recordings.

Other: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Iowa, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Iowa. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

THE VOLUNTEER HAS READ THIS RELEASE, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT SUBSTANTIAL RIGHTS ARE GIVEN UP BY SIGNING IT, AND SIGNS IT FREELY AND VOLUNTARILY. The Volunteer further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. **THE VOLUNTEER HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS RELEASE.**

YOUTH VOLUNTEER PARTICIPATION –THE PARENT OR LEGAL GUARDIAN AGREES TO THE FOLLOWING:

GENERAL TERMS AND CONDITIONS:

- You acknowledge that you are the parent or natural/legal guardian of the Volunteer identified above who is under the age of 18 (the "Child"), and in such capacity you agree to all of the terms of above on behalf of yourself, the Child, and any other parents or guardians of the Child to the fullest extent of the law.
- You agree to remain legally responsible for any personal actions taken by the Child relating to, arising from or otherwise in connection with any of the Activities, and agree to indemnify and hold the Friends harmless with respect to any such activities.
- You are familiar with the Activity and have been provided an opportunity to ask questions about the Activity.
- You shall direct the Child to maintain contact with the Activity group and/or leader at all times.
- You shall ensure the Child is dressed and equipped appropriately for the weather and conditions of the Activity.
- The Child shall not operate a vehicle or equipment with a motor during the Activity (unless the vehicle or equipment is used due to mobility impairment).
- The Friends shall be permitted to contact any parent/legal guardian of the Child and emergency contact(s) provided on this form and release the Child to such persons.

ACKNOWLEDGMENTS: By signing this Release, you acknowledge the following:

- That you have the right to prevent or disallow the Child from performing any activity (ies) related to the Activity that you feel the Child is unqualified to perform or that you deem to be unsafe.
- That the Friends have the right to limit or bar the Child from participating in any part or all parts of the Activity for any reason.

Friends of Laguna Atascosa National Wildlife Refuge is an equal opportunity agency welcoming all persons regardless of age, color, disability, gender, national origin, race, religion, sexual orientation, veteran status, or any classification protected by federal, state, or local law.