



VOLUNTEER WAIVER AND RELEASE OF ALL CLAIMS FOR MINORS

A signed Volunteer Waiver and Release of All Claims is required for participation in all volunteer services, projects and events. Every volunteer under the age of 18 must have parent/legal guardian consent prior to volunteering with the City of the Village of Indian Hill.

Please read this form carefully

A. VOLUNTEER'S AGREEMENT AND RELEASE OF LIABILITY

The Volunteer Waiver and Release of All Claims for Minors executed on this day by the minor child ("Volunteer"), and the parent having legal custody and/or the legal guardian of the volunteer ("Guardian"), in favor of the Rowe Arboretum with the City of the Village of Indian Hill.

The Volunteer and Guardian desire that the minor child work as a volunteer for the City of the Village of Indian Hill, Ohio (hereinafter "City") and engage in activities for the Rowe Arboretum that include, but are not limited to, assisting with educational programming activities; various grounds maintenance activities such as clearing dirt, debris, small tree limbs, rocks and general landscaping; and general property and facility clean-up, painting, minor construction, or property rehabilitation work.

- 1. Voluntary Participation.** The Guardian acknowledges that the Volunteer has voluntarily applied to participate various volunteer assignments/projects for the Rowe Arboretum. The Guardian understands that as a Volunteer, the minor will not be paid for services and that the Volunteer is not acting as an employee of the City. The Guardian further understands that by offering to serve in a volunteer capacity the Volunteer does so at the sole pleasure of the City, and as such the Rowe Arboretum Manager or the City has the last and final judgement on the suitability for volunteer service or the volunteer service project and may, at any time, discontinue the relationship or terminate the service project. The Guardian and Volunteer may also discontinue the relationship at any time they wish.

While minors may serve as volunteers for activities directly organized and supervised by City staff, written consent from the Guardian is required prior to a minor beginning his/her volunteer duties. If a group of minors (3 or more) under the age of 18 are volunteering together, each minor must provide a signed Volunteer Waiver and Release of All Claims for Minors form. The City requires that the volunteering group provide two adult chaperones for every 5 – 10 volunteers. In addition, any adult volunteer must sign a separate Volunteer Waiver and Release.

Minors who arrive at a volunteer work site with adults who are not their Guardian serving in loco parentis will not be allowed to participate in volunteer activities unless

a letter is received from the Guardian authorizing and appointing an adult in whose care the minor child has been entrusted.

2. **Assumption of Risk.** The Volunteer and Guardian understand that participating in a project may include activities that are hazardous and/or physically strenuous, and the Volunteer may be exposed to personal injury or damage to property as a result of volunteer activities, the activities of other persons, or the conditions which services are performed while participating in volunteering. The Volunteer and Guardian hereby expressly and specifically assume the full risk of any injuries, including death, damages or loss of personal property which the Volunteer may sustain as a result of participating in any and all activities connected with or associated with volunteering.

The Volunteer further agrees:

- a. To use proper personal protective equipment and safe operating procedures becoming familiar with the rules, regulations and safety guidelines issued by the manufacturer or seller of any tool, product or material used during the course of the project and not violate such rules, regulations and safety guidelines;
- b. Follow all instructions provided by the City and its employees;
- c. Only use equipment that the Volunteer knows how to operate and use safely;
- d. Not undertake any activity for which the Volunteer does not feel sufficiently prepared or able and not until received instructions;
- e. Respect at all times the facilities, equipment, rooms, buildings and surroundings related to the project;
- f. Take all reasonable precautions to avoid injury and injury to others and damage to property; and
- g. Immediately report accidents, injuries, and illnesses to the project organizers or leaders.

3. **Waiver and Release of All Claims.** The Volunteer and Guardian do hereby release and forever discharge and hold harmless the City, their officials, employees, and volunteers from any and all liability, claims, demands, and losses, including reasonable attorneys' fees, which the Volunteer or heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to the Volunteer's participation in this program, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of the City or of other volunteers.
4. **Medical Treatment.** The Volunteer and Guardian do hereby release and forever discharge the City from any claim whatsoever which arises or may thereafter arise on account of any first aid, medical treatment or other medical services rendered in connection with an emergency during the minor's time with the City.
5. **Insurance.** The Volunteer and Guardian understand that the City does not carry or maintain any health, medical or disability insurance coverage for any Volunteer.
6. **Photographic Release.** The Volunteer and Guardian do hereby grant and convey unto the City all right, title, and interest in any and all photographic images and video or audio recordings made by the City during the Volunteer's work with the City.

7. **Duration of Release.** The Volunteer and Guardian’s agreement to the terms of this Waiver and Release applies only to the projects approved by the Rowe Arboretum Manager or the City.

8. **Other.** The Volunteer and Guardian expressly agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that this Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Volunteer and Guardian agree that in the event that any clause or provision of this Waiver and Release is 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 Waiver and Release which shall continue to be enforceable.

B. CONSENT TO PARTICIPATE

This Volunteer Waiver and Release of All Claims for Minors executed as of the day and year first written.

Information From the Parent Having Legal Custody or Legal Guardian (“Guardian”)

I, _____, am the parent, whether natural or adoptive, or court appointed legal guardian of the minor child identified as the Volunteer of this Waiver and Release. I have the authority and do hereby give full permission for the Volunteer to take part in the activities (as defined above). My minor child is qualified and physically capable of accomplishing the work and activities for which I have consented they volunteer, and that they will perform them as directed by a properly authorized supervisor and also agree to comply with all City rules and regulations. In the event of an injury, I authorize the City to seek treatment and to take other action should a medical emergency arise and waive and release my right for damages.

Parent/Guardian Signature	Date
First Name	Last Name
Address	City/State/Zip
Phone (Home/Work/Cell)	E-mail
Primary Emergency Contact	Emergency Contact Phone Number
Secondary Emergency Contact	Emergency Contact Phone Number

Name of Minor (“Volunteer”)

Minor’s Signature

Date

First Name

Last Name

Birth Date

Phone (Cell)

Email

The Volunteer has the following tools, skills, certifications that will help with this project:

Approval By City

Signature (Village of Indian Hill Representative)

Date

First Name

Last Name

Title/Position