



VOLUNTEER WAIVER AND RELEASE OF ALL CLAIMS FOR THE CITY OF THE VILLAGE OF INDIAN HILL

You must complete and submit a signed Waiver and Release before volunteering with the City of the Village of Indian Hill. Failure to sign and date this Waiver and Release will make you ineligible to participate as a volunteer.

Please read this form carefully and be aware that in volunteering you will be waiving and releasing all claims for injuries, including death, you might sustain arising out of this participation.

A. VOLUNTEER'S AGREEMENT AND RELEASE OF LIABILITY

This Volunteer's Waiver and Release is executed by the undersigned Volunteer as of the date indicated below in favor of the Rowe Arboretum with the City of the Village of Indian Hill.

I desire to 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.** I acknowledge that I have voluntarily applied to participate in various volunteer assignments/projects for the Rowe Arboretum. I understand that as a volunteer I will not be paid for my services and that I am not acting as an employee of the City. I further understand that by offering to serve in a volunteer capacity I do 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 my suitability for volunteer service or the volunteer service project and may, at any time, discontinue the relationship or terminate the service project. I may also discontinue the relationship at any time I wish.
- 2. Assumption of Risk.** I understand that participating in a project may include activities that are hazardous and/or physically strenuous, and I may be exposed to personal injury or damage to my property as a result of my activities, the activities of other persons, or the conditions which my services are performed while participating in volunteering. I agree to assume the full risk of any injuries, including death, damages or loss of personal property which I may sustain as a result of participating in any and all activities connected with or associated with volunteering. I hereby acknowledge and agree that, in connection with my participation in the project, I will:
 - a. Agree 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 by me 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 I know how to operate and use safely;
- d. Not undertake any activity for which I do not feel sufficiently prepared or able and until I have 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 to myself and to others and damage to property; and
- g. Immediately report accidents, injuries, and illnesses to the project organizers or leaders.

3. **Waiver and Release.** I 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 I or my 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 my 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.** I hereby release and discharge the City from any claim that arises or may arise due to any first aid, medical treatment or service rendered to me.
5. **Insurance.** The City does not have any responsibility for providing any health, medical or disability insurance coverage for me.
6. **Photographic Release.** I grant to the City the right to use photographic images and video or audio recordings of me that are made by the City or others during my volunteer work for the City.
7. **Duration of Release.** My 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.** I 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. I understand and 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.

In Witness Whereof, Volunteer has executed this Waiver and Release as of the day and year first written.

_____ Volunteer Signature	_____ Date	_____ Signature (Village of Indian Hill Representative)	_____ Date
_____ Printed Name		_____ Printed Name	
_____ Street Address		_____ Title	
_____ City/State/Zip			
_____ E-mail			
_____ Phone (Home/Work/Cell)			
_____ Emergency Contact			
_____ Emergency Contact Phone Number			

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

