



VOLUNTEER AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

Adapted from the Montana Conservation Corps (MCC) Volunteer Waiver

Volunteer Name: _____ **Phone:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Email: _____

How did you hear about us? WOM Social Media Print Advertising Community Calendar Other _____

If under the age of 18, please complete information below for Parent/Emergency Information.

Name: _____ **Check one:** Parent Emergency Contact Both

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Email: _____ **Phone:** _____

This document affects your legal rights. You must read and understand 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 the Gallatin River Task Force (Task Force) may include activities that may be hazardous to the Volunteer, including, but not limited to conservation work, water quality monitoring, removing trash from river banks, and transportation to and from work sites. As a volunteer participant in the Task Force's programs and activities, or as the person legally responsible for a volunteer participant, I recognize that such activities involve certain risks and dangers, and that accidents are possible. Some, but not all, of the possible risks faced by participants include the following: slips, falls, exposure to hazardous materials, objects or person falling on persons, equipment failure, injury from sharp equipment, improperly administered first aid, lightning strikes, hypothermia, consumption of food or drink, and/or drowning. With full knowledge of the risks inherent in such activities, I release and agree to hold the Task Force harmless from any and all liability for any accident or injuries for 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 Task Force 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 the Task Force harmless against any claims, demands, liabilities, actions, suits, and proceedings of any kind, including the costs and expenses thereof, brought or filed against the Task Force arising out of my intentionally tortuous actions. In case such a claim should be brought or an action filed against the Task Force, I agree that the Task Force may employ an attorney of their own selection to appear and defend the action on behalf of the Task Force, and that I will bear the expense of such defense. It is understood and agreed that the Task Force assumes no responsibility for the theft, loss, damage, or disappearance of the participant's 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 the risk of loss or damage.

5. **Waiver and Release:** The activities the Volunteer engages in with the Task Force are inherently risky and may cause harm to the Volunteer including injury, illness, or even death. Recognizing this, the Volunteer and Guardian do hereby release, to the fullest extent allowed by law, and forever discharge and hold harmless the Task Force, 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 the Task Force. The Volunteer and Guardian understand that this release discharges the Task Force from any liability or claim that the Volunteer and Guardian may have against the Task Force with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's work with the Task Force. The Volunteer and Guardian also understand that the Task Force does not assume the 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.

Volunteer Please Initial Here

Parent or Guardian Please Initial Here

6. **Accident Waiver/Medical Release:** The Volunteer and Guardian are aware that there are inherent risks in the activities associated with the Task Force program. Knowing this, the Volunteer and Guardian do hereby release and forever discharge the Task Force 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 the Task Force or with the decision by any representative of the Task Force to exercise the power of consent to medical or dental treatment, as such power is granted and authorized by the Volunteer's signature and/or Parent or Guardian signature below for treatment of a minor. The Volunteer and/or Guardian represent and verify that the Volunteer has no past or current physical condition that might affect his/her participation in the Task Force programs or activities, other than as separately provided in writing to the Task Force. In the event that the Volunteer is in need of emergency medical treatment, and the Guardian and/or emergency contact listed above cannot be contacted, the Volunteer and Guardian hereby authorize the Task Force and its instructors, volunteers, or staff to obtain or provide emergency hospitalization, surgical, or other medical care for the Volunteer. The Volunteer and Guardian specifically indemnify and hold harmless the Task Force, 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.

Volunteer Please Initial Here

Parent of Guardian Please Initial Here

7. **Insurance:** The Volunteer and Guardian understand and acknowledge that the Task Force 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 Task Force to copyright or publish all videos or photographs in which the Volunteer may appear. The Volunteer and Guardian do hereby understand that the Task Force is a highly visible organization within the community and media eye, and hereby give consent for release of all video photographic materials and waive any right to inspect or approve of the finished product.
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 as 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 the Task Force, and it cannot be modified or changed in any way by the oral representations or statements of any employee or agent of the Task Force, or by me.

I hereby acknowledge receipt of this agreement. I also acknowledge that this release will continue in effect any time I participate in a Task Force-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 (volunteer under 18)

Date