

The Conservation Foundation

VOLUNTEER AGREEMENT AND RELEASE

In consideration of my participation volunteering for The Conservation Foundation (the “Activity”), I, the undersigned volunteer, for myself, my heirs, and assigns, AGREE as follows:

1. I am volunteering my services. I acknowledge that my services are not as an employee of The Conservation Foundation. I acknowledge that I am eligible to make a claim on their “Volunteer Accident Policy”, if available and then in force, to help with out of pocket costs, after utilizing my own personal insurance. I understand that the Volunteer Accident Policy may be amended or terminated at any time.
2. I will perform assigned tasks that are within my physical capability. I will not undertake tasks that are beyond my ability. I will perform only tasks assigned, observe all safety rules, and use care in all my actions.
3. I will not participate under the influence of alcohol or any drug that may impair my abilities.
4. I will perform all my tasks with equipment and tools in which I am familiar and able to safely operate.
5. I understand that participation requires participants to follow instructions and abide by all applicable rules and the standards of conduct.
6. I have received appropriate instruction regarding this Activity, including appropriate safety procedures, and I fully understand those instructions. Otherwise, I will inform The Conservation Foundation if I feel that adequate instruction has not been provided.
7. I understand that the Activity involves certain inherent risks, including, but not limited to, injury, illness or death, including from contact with foreign objects, equipment and debris, wild animals, poisonous plants, snakes, or from over-exertion, weather or environmental conditions. While understanding and accepting these risks, I still voluntarily choose to participate in the Activity.
8. I AGREE TO AND DO HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD AND HARMLESS THE CONSERVATION FOUNDATION AND THEIR RESPECTIVE SUCCESSORS, AFFILIATES, CO-ORGANIZERS, AND THEIR RESPECTIVE DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS, ACTIVITY OR GROUP COORDINATORS, REPRESENTATIVES, AND AGENTS, WHETHER OR NOT SPECIFICALLY NAMED HEREIN (COLLECTIVELY, “RELEASEES”), FROM AND AGAINST ANY AND ALL LIABILITY, BODILY INJURY, DEATH, DAMAGES OF ANY KIND, CLAIMS, CAUSES OF ACTION, AND EXPENSES (INCLUDING ATTORNEY’S FEES) THAT MAY ARISE FROM MY PARTICIPATION IN THE ACTIVITY AND/OR FOR ANY OTHER ACT, OMISSION, NEGLIGENCE OR COMPARATIVE FAULT OF RELEASEES OR ANY THIRD-PARTY; PROVIDED, HOWEVER, THAT RELEASEES ARE NOT RELEASED FROM ANY SUCH LIABILITY OR DAMAGE PROXIMATELY CAUSED BY RELEASEES’ GROSS NEGLIGENCE OR WILLFUL CONDUCT.
9. I grant full permission for The Conservation Foundation or other organizers of volunteer events in which I may participate, to use for any legitimate reason, all photographs, videotapes, recordings, or any other record in which I or my likeness may appear or my voice may be recorded. I understand that I am not entitled to any compensation or royalties related to the use or publication of my likeness or voice. I irrevocably authorize The Conservation Foundation, or any on volunteer organization, to edit, alter, copy, exhibit, publish or distribute my likeness or voice for the purposes described above, and to do so, without my prior inspection or approval of the finished product, including written or electronic copy. I understand that this Authorization will remain effective after my volunteer work with The Conservation Foundation terminates.
10. I agree that if any provision herein shall be for any reason unenforceable, then that provision shall be severed from this instrument and does not affect the validity and enforceability of any remaining provisions.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT AND RELEASE.

Volunteer Participant Signature: _____

Volunteer Participant Name Printed: _____ **Date:** _____

IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN BELOW:

I am the parent or legal guardian of the above participant and he/she has my permission to participate in the Activity. I have read and agree to the provisions stated above, including but not limited to Sections 7, 8 and 9 above, for both myself and the participant. I understand and agree that The Conservation Foundation and others as indicated are not responsible for supervision of minor participants. I assume all the risks for supervision and from such participation of the participant in the Activity.

Parent/Guardian Signature: _____ **Parent/Guardian Name Printed:** _____

Any participant restrictions: _____ **Date:** _____