

VOLUNTEER WAIVER AND RELEASE

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This Volunteer Waiver and Release (this "**Release**") is entered into as of [DATE] (the "**Effective Date**") by and between:

[ORGANIZATION LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. nonprofit corporation] with its principal office at [ORGANIZATION ADDRESS] (the "**Organization**"); and

[VOLUNTEER FULL LEGAL NAME], an individual residing at [VOLUNTEER ADDRESS] (the "**Volunteer**").

The Organization and the Volunteer are each a "**Party**" and together the "**Parties**."

Recitals. The Volunteer wishes to participate, without compensation, in volunteer activities organized by or on behalf of the Organization (the "**Activities**"), which may include [DESCRIBE ACTIVITIES, e.g. event setup, trail maintenance, food distribution, construction work, transportation]. The Volunteer understands that the Activities may involve risks of injury, illness, property damage, or other loss. In consideration of being permitted to participate, the Volunteer agrees to the following, and the Parties agree as follows. The enforceability of liability waivers varies by jurisdiction, and some claims (including for gross negligence or willful misconduct) generally cannot be waived.

1. Voluntary Participation

1.1 No compensation. The Volunteer participates in the Activities voluntarily and without expectation of wages, salary, or other compensation, and is not an employee of the Organization.

1.2 No employment relationship. Nothing in this Release creates an employment, agency, partnership, or joint-venture relationship. The Volunteer is not entitled to employee benefits, workers' compensation (except as required by law), or unemployment benefits arising from the Activities.

1.3 Right to decline. The Volunteer may decline to participate in any Activity and may stop participating at any time, and the Organization may decline or end the Volunteer's participation at any time for any lawful reason.

2. Assumption of Risk

2.1 Acknowledgment of risks. The Volunteer understands that the Activities may involve inherent and other risks, including [DESCRIBE FORESEEABLE RISKS, e.g. slips, trips, and falls; lifting injuries; exposure to weather, tools, equipment, or hazardous materials; transportation risks; and contact with the public].

2.2 Voluntary assumption. The Volunteer knowingly and voluntarily assumes all such risks, both known and unknown, and accepts personal responsibility for any injury, illness, death, property damage, or other loss arising from participation, except to the extent caused by the Organization's gross negligence or willful misconduct or as otherwise provided by law.

2.3 Physical condition. The Volunteer represents that the Volunteer is in sufficient health and physical condition to participate safely and will inform the Organization of any condition that may affect the Volunteer's safe

participation.

3. Release and Waiver of Liability

3.1 Release. To the fullest extent permitted by applicable law, the Volunteer releases, waives, and discharges the Organization and its directors, officers, employees, agents, and other volunteers (the "**Released Parties**") from any and all claims, demands, causes of action, and liabilities for any injury, illness, death, property damage, or other loss arising out of or related to the Volunteer's participation in the Activities.

3.2 Limits on the release. This release does not apply to claims that may not lawfully be released, including, in many jurisdictions, claims arising from the Released Parties' gross negligence, recklessness, or willful or wanton misconduct. The validity and scope of this release are governed by applicable law and may be construed more narrowly than stated.

3.3 Covenant not to sue. The Volunteer agrees not to bring any claim against the Released Parties for any matter released above, and acknowledges that this Release is intended to be binding on the Volunteer's heirs, executors, administrators, and assigns.

4. Indemnification

4.1 Indemnity by Volunteer. To the extent permitted by law, the Volunteer will indemnify and hold harmless the Released Parties from any third-party claim arising out of the Volunteer's negligent or wrongful acts or omissions during the Activities, or the Volunteer's breach of this Release.

4.2 Cooperation. The Parties will cooperate in the defense of any claim subject to indemnification and will not settle a claim that imposes liability on the other Party without that Party's consent.

5. Medical Treatment and Emergencies

5.1 Consent to treatment. In the event of injury or illness during the Activities, the Volunteer consents to receive first aid and, if the Volunteer cannot consent at the time, authorizes the Organization to arrange emergency medical treatment. The Volunteer is responsible for the cost of any medical treatment.

5.2 Emergency contact. The Volunteer's emergency contact is **[NAME, RELATIONSHIP, PHONE]**.

5.3 No medical insurance provided. The Organization does not provide medical or health insurance for the Volunteer, and the Volunteer is encouraged to maintain the Volunteer's own coverage.

6. Media Release

6.1 Use of likeness. The Volunteer **[GRANTS / DOES NOT GRANT]** the Organization permission to photograph, film, or record the Volunteer during the Activities and to use the Volunteer's name, image, voice, and likeness in the Organization's promotional, educational, and fundraising materials, without compensation.

6.2 Revocation. The Volunteer may revoke this media permission prospectively by written notice, which does not affect materials already created or distributed.

7. Rules, Conduct, and Confidentiality

7.1 Rules. The Volunteer agrees to follow the Organization's safety rules, codes of conduct, and the reasonable directions of Organization staff during the Activities.

7.2 Conduct. The Volunteer will act safely, respectfully, and lawfully, and will not engage in any conduct that endangers others or harms the Organization's reputation.

7.3 **Confidentiality.** The Volunteer will keep confidential any non-public information about the Organization, its beneficiaries, donors, or operations that the Volunteer learns through the Activities, both during and after the Volunteer's service.

8. General Provisions

8.1 **Governing law and venue.** This Release is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and any dispute will be brought exclusively in the courts located in [COUNTY, STATE].

8.2 **Severability.** If any provision of this Release is held unenforceable, the remaining provisions remain in effect, and the unenforceable provision will be enforced to the greatest extent permitted by law.

8.3 **Entire agreement; amendment.** This Release is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

8.4 **Voluntary and informed.** The Volunteer acknowledges that the Volunteer has read this Release, understands it, has had the opportunity to ask questions and seek independent advice, and signs it freely.

8.5 **Counterparts and electronic signature.** This Release may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Release as of the Effective Date.

ORGANIZATION	VOLUNTEER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: N/A
Date: _____	Date: _____

If the Volunteer is a minor, parent or legal guardian must also sign:

PARENT / LEGAL GUARDIAN	
Signature: _____	Date: _____
Printed name: [NAME]	Relationship to Volunteer: [RELATIONSHIP]

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