

# Volunteer Liability and Release Form for Events THE IOWA NATURAL HERITAGE FOUNDATION

## Contact Information

Full Name:	
Street <u>Address</u> :	City, State, Zip:
Email:	Phone #:
Medical concerns we should note about you (allergies, etc.):	
How did you hear about this event?	

## Emergency Contact Information

Full Name:	Relationship:
Primary Phone:	Secondary Phone:

## Job Description/Potential Risks

<b>Volunteer activity description:</b>	Volunteers will use various hand tools, such as handsaws and loppers, to assist INHF staff in removing invasive woody species from the landscape. Volunteers may also help chainsawyers to “swamp”, or pull cut limbs from the chainsawyer’s work space.
<b>Potential risks:</b>	Injury due to working near a chainsaw, which may include the chain coming off of the machine; Injury due to using sharp hand tools including (but not limited to) scratches and cuts; injury due to uneven terrain including (but not limited to) trips and falls; exposure to poison ivy and other allergenic plant species; exposure to various insects (including bees); exposure to unknown environmental elements; other unforeseen and unpredictable risks that come with working outside.

## Sign and Release

**INDIVIDUALS WILL NOT BE PERMITTED TO VOLUNTEER WITHOUT COMPLETING A RELEASE AND WAIVER FORM.**  
IN WITNESS THEREOF, Volunteer has executed this Release as of the day and year first written below.

**Signature:**

**Date:**

**Legal Guardian Signature (if volunteer is under age 18):**

This Release and Waiver of Liability (the “Release”) is executed by the volunteer or the legal guardian of a youth (any person under the age of 18 years of age) who is volunteering (the “Volunteer” in favor of Iowa Natural Heritage Foundation (INHF), INHF’s director, employees and volunteers. The Volunteer desires to work as a volunteer for INHF and engage in activities related to being a volunteer (the “Activities”). The Volunteer understands that the Activities may include use of hand tools, power tools, equipment and machinery, as well as working indoors or outdoors.

The Volunteer hereby freely, voluntarily and without duress executes this Release for the Volunteer’s self, personal representatives, heirs and next of kin under the following terms:

**Release and Waiver:** Volunteer does hereby release, forever discharge, covenant not to sue, and hold harmless INHF, landowner and their 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 Volunteer’s Activities on behalf of INHF.

**Medical Treatment:** Volunteer does hereby release and forever discharge INHF, its director and its employees, from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer’s Activities with INHF. By signing this agreement, you, the undersigned, hereby agree to and authorize the following:

- INHF may seek medical treatment or service, including without limitation first aid, hospitalization and emergency ambulance service, for the Volunteer in connection with the Volunteer’s participation in the Activity. The Volunteer or their Guardian shall remain financially responsible for any costs incurred as a result of said treatment and services and hereby agree to make full payment for such to the attending medical personnel and/or health care facility rendering such treatment

and services. INHF shall make every effort to contact the Volunteer and the emergency contact provided in this Agreement in the event such care is sought.

- INHF may share information contained in this Agreement as well as other documents and information related to the Volunteer otherwise in its possession with other INHF staff, Activity sponsors and volunteers and health providers in seeking such medical treatment or service for the Volunteer.

**Assumption of the Risk:** The Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, working with tools on uneven terrain, lifting, hauling, loading and unloading, and transportation to and from the work sites. Volunteer agrees to inspect all work sites and the tools for all Activities. The Volunteer shall only perform such Activities as the Volunteer has been properly trained to perform. The Volunteer understands that he or she always has the right to refuse to perform any Activity that the Volunteer feels he or she is unqualified to perform or that the Volunteer deems to be unsafe.

**INHF does not assume any 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.**

**Insurance:** The Volunteer understands that, except as otherwise agreed to in writing by INHF, INHF does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL OR HEALTH INSURANCE COVERAGE.**

**Photographic Release:** Volunteer does hereby grant and convey unto INHF all right, title, and interest in any and all photographic images and video or audio recordings made by INHF during the Volunteer's Activities with INHF, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Photos may be used by INHF and other organizations affiliated with the event.

**INHF IS NOT RESPONSIBLE FOR ANY LOST OF DAMAGED PERSONAL ITEMS THAT MAY OCCUR ON THE PROEPRTY OR DURING THE EVENT.**

**Other:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Iowa, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Iowa. Volunteer agrees that in the event that any clause or provision of this Release shall be 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 Release which shall continue to be enforceable.

**YOUTH VOLUNTEER PARTICIPATION –THE PARENT OR LEGAL GUARDIAN AGREES TO THE FOLLOWING CONDITIONS:  
GENERAL TERMS AND CONDITIONS:**

- You are familiar with the Activity and have been provided an opportunity to ask questions about the Activity.
- You shall direct the Child to maintain contact with the Activity group and/or leader at all times.
- You shall ensure the Child is dressed and equipped appropriately for the weather and conditions of the Activity.
- The Child shall not operate a vehicle or equipment with a motor during the Activity (unless the vehicle or equipment is used due to mobility impairment).
- INHF shall be permitted to contact the parent/legal guardian and emergency contact(s) provided on this form and release the Child to those persons so identified in this form.

**ACKNOWLEDGMENTS:** By signing this youth participation agreement, you, acknowledge the following:

- That the Activity may include activities that may be hazardous to the Child.
- That you have the right to prevent or disallow the Child from performing any activity(ies) related to the Activity that you feel the Child is unqualified to perform or that you deem to be unsafe.
- That participation in the Activity poses some known and inherent dangers to the Child, as may be described as part of the Activity above, including without limitation: bodily injury, personal injury, illness, death, or property damage.
- That INHF does not assume any 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 of the Child.
- That INHF has the right to limit or bar the Child from participating in any part or all parts of the Activity for any reason.
- That, except as otherwise agreed to in writing by the INHF, INHF does not carry or maintain health, medical, or disability insurance coverage for any volunteer or participant, including the Child.
- That the ratio of minors involved in the Activity to supervising adults may be as high as ten minors to one adult, depending on the activity.

INHF is an equal opportunity agency welcoming all persons regardless of age, color, disability, gender, national origin, race, religion, sexual orientation, veteran status, or any classification protected by federal, state, or local law.

**THIS DOCUMENT SHALL BE KEPT ON SITE AT THE INHF OFFICE KEPT IN A SECURE FILE FOR 5 YEARS FROM THE DATE ON THE DOCUMENT AFTER WHICH IT CAN BE DESTROYED.**