

Versailles-Woodford County Parks and Recreation

VOLUNTEER WAIVER & LIABILITY RELEASE

Please read carefully! This is a legal document that affects your legal rights!

I want to participate in the volunteer activities for the Versailles-Woodford County Parks and Recreation Department, henceforth referred to as VWCRPD. As a VWCRPD Volunteer, I freely, voluntarily, and without duress, execute this Release under the following terms:

1. Assumption of Risk. I understand that my work for VWCRPD 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 under which my services are performed while participating in VWCRPD volunteering.

I agree to the following:

- I will follow all instructions provided by the VWCRPD, its employees, or volunteer coordinators.
- I will only use equipment that I know how to operate and use safely.
- I will not undertake any activity for which I do not feel sufficiently prepared or able and until I have received instructions.
- I will take all reasonable precautions to avoid injury to myself and to others and damage to property.
- I agree to assume the risk of injury or harm and release the VWCRPD, its officers, directors, employees, and other VWCRPD volunteers from all liability for injury, illness, death, or property damage arising from my work as a Volunteer.

2. Waiver and Release. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the VWCRPD, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claims, losses, damages and expenses or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participation in any volunteer service or activities. I understand that this release discharges the releasees from any liability that may result from my work whether caused by the negligence of the VWCRPD. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the premises of VWCRPD or participation in any volunteer service or activities whether caused by the negligence of the releasees or otherwise. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee or otherwise while in, about or upon the premises of VWCRPD and/or while using the premises or any facilities or equipment thereon or participation in any volunteer service or activities.

3. Medical Treatment. I release and discharge the VWCRPD from any claim that arises or may arise due to any first aid, medical treatment, or service rendered to me.

4. Insurance. *Volunteers are encouraged to have medical/ health insurance.* The VWCRPD does not have responsibility for providing any health, medical or disability insurance coverage for me. I understand that if I drive my personal vehicle for VWCRPD business while volunteering, I must have a valid driver's license and proof of auto insurance.

5. Photographic Release. I grant to the VWCRPD the right to use photographic images and video or audio recordings of me that are made by the VWCRPD or others during my volunteer work for the VWCRPD.

6. Duration of Release. My agreement to the terms in this Release & Waiver applies for one (1) year from date below.

7. Other. I agree that this Release is intended to be as broad and inclusive as permitted by the laws of Kentucky and that this Release is governed by and will be interpreted according to the laws of Kentucky. I understand that should any part of this Release be ruled invalid by a court, the other parts will remain valid and continue to be in effect. I understand that I am only a volunteer when I have been authorized by VWCRPD to serve as a Volunteer for a project. I am not authorized to provide voluntary services to VWCRPD unless authorized to provide these services, and if I provide services when I am not an authorized volunteer, then I am a trespasser on all property owned or maintained by VWCRPD when I enter the property for the purpose of providing any work or services to VWCRPD or to the community in general. If I enter any parks property other than an expressly authorized volunteer, then it is my intent that I enter onto the property solely for recreational purposes and not to provide volunteer services.

I certify that I am at least eighteen (18) years of age or have had this document signed by my parent or guardian.

Signature

Name of Adult 18 or Older (Please Print)

If signing for a Minor, their Name(s)

Emergency Contact & Phone Number

Street/City/State/Zip

Email

Phone

Date