



## **Tall Oaks Camp and Conference Center Inc.**

### **Volunteer Waiver of Liability**

This Volunteer's Agreement and Release of Liability (this "Release") is executed by the undersigned volunteer (and, if the undersigned is less than 18 years of age, the undersigned volunteer's parent, or guardian) as of the date indicated below in favor of Tall Oaks Camp and Conference Center a non-profit corporation ("Tall Oaks"), their directors, officers, employees and agents. Please read each section carefully and sign and date this Release where indicated (or confirm your acceptance of this Release if this Release is completed electronically). Your signature below, or electronic confirmation (if this Release is completed electronically) constitutes your irrevocable and unconditional consent to this Release. Failure to sign and date or confirm electronically (if this Release is completed electronically) this Release will make you ineligible to participate as a volunteer.

**Voluntary Participation:** The Volunteer desires to work as a volunteer for Tall Oaks and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include cleaning, grounds maintenance, facility repairs, food service, administrative work, participating in special events.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver:** Volunteer does hereby release and forever discharge and hold harmless Tall Oaks and 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 Volunteer's Activities with Tall Oaks. Volunteer understands that this Release discharges Tall Oaks from any liability or claim that the Volunteer may have against Tall Oaks with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's Activities with Tall Oaks, whether caused by the negligence of Tall Oaks or its officers, directors, employees, or agents or otherwise. The volunteer also understands that Tall Oaks 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.

**Medical Treatment:** Volunteer does hereby release and forever discharge Tall Oaks 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 Habitat.

**Assumption of the Risk:** The Volunteer understands that the Activities includes work that may be hazardous to the Volunteer, including, but not limited to, bending, lifting, traversing uneven terrain, use of hazardous materials and tools, and transportation to and from the work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Tall Oaks from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance:** The Volunteer understands that Tall Oaks does not carry or maintain health, medical, or disability insurance for any Volunteer outside of supplemental payments .

Supplemental insurance is available to volunteers and is a part of our general liability coverage policy which covers accidents involving volunteers on the work site or in other supervised events. This supplemental coverage pays after the Volunteer's insurance pays. If the Volunteer has no insurance, the policy pays up to the limits of coverage.

**Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

**Media/Video/Photographic Release:** Volunteer does hereby grant and convey unto Tall Oaks all rights, title, and interest in any and all photographic images and video or audio recordings made by Tall Oaks during the Volunteer's Activities with Tall Oaks, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Governing Law and Severability:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Kansas and that this Release shall be governed by and interpreted in accordance with the laws of the State of Kansas. 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.

**Knowing and Voluntary Execution:** I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND IT CONTENTS. I AM AWARE THAT THIS IS A CONTRACT AND RELEASE OF LIABILITY BETWEEN MYSELF AND TALL OAKS AND THE OTHER RELEASED PARTIES DESCRIBED IN THIS RELEASE, AND I SIGN IT OF MY OWN FREE WILL.

Volunteer Name (please print): \_\_\_\_\_

Volunteer Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

\*\*\*\*\* If the volunteer is under the age of 18 a parent or legal guardian must sign.\*\*\*\*\*

Parent/Guardian Name (please print) \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

---

## **VOLUNTEER CONTACT INFO**

**Volunteer Phone Number:** \_\_\_\_\_ **Email** \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_