

# VOLUNTEER LIABILITY AGREEMENT & WAIVER LOYAL ORDER OF MOOSE/WOTM

\_\_\_\_\_ "Lodge" is a nonprofit organization. Lodge regularly engages volunteers in its activities. By signing below, I, the Volunteer \_\_\_\_\_, agree that:

## **Policies and Safety Rules**

For my safety and that of others, I will comply with Lodge's volunteer policies, safety rules and other directions for all volunteer activities. I will supervise any child or other person for whom I am responsible. If I become aware of any hazardous condition or danger at a Lodge program site, I will alert Lodge.

## **Awareness and Assumption of Risk**

I understand that Lodge activities have inherent risks that may arise from the activities themselves, my own actions or inactions, or the actions or inactions of Lodge, its directors, officers, employees and agents, other volunteers, and others present at Lodge program sites. I assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from my presence at Lodge program sites or participation in Lodge activities, regardless of the cause.

## **Waiver and Release of Claims**

In consideration for my participation in Lodge programs, I waive and release any and all claims against: Lodge; the owner(s) of premises on which Lodge programs take place (collectively, "Landowners"); and Lodge's and Landowners' directors, officers, agents, employees, volunteers and affiliates (collectively, the "Released Parties"), for any liability, loss, damages, claims, expenses and attorneys' fees resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at a Lodge program site or participation in Lodge activities, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims.

## **Medical Care Consent and Waiver**

I authorize the Lodge to provide to me first aid. This consent does not impose a duty upon Lodge to provide such assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment or medical service, including the lack or timing of such, made in connection with my volunteer activities with Lodge.

## **Indemnification**

I will defend, indemnify and hold the Released Parties harmless from and against any and all liability, loss, damages, claims and attorney's fees that may be suffered by any Released Party resulting directly or indirectly from my Lodge volunteer activities or presence and Lodge program sites, except and only to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.

## **Confidentiality**

As a volunteer, I may have access to confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as required in my Lodge volunteer activities or as Lodge's executive director expressly authorizes in writing.

## **Publicity**

I consent to the use by Lodge of my image, voice, name and/or story in any format, including video, print, or electronic (collectively, the "Materials"), as Lodge may deem appropriate to promote its programs. Lodge may make the Materials available at its discretion to third parties, on Lodge's website, in Lodge's publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product or to receive any payment. I grant to Lodge all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

[If you do not wish to agree to this consent, please check this box:  ]

## **Volunteer Not an Employee**

I understand that (i) I am not an employee of Lodge, (ii) that I will not be paid for my participation, and (iii) I am not covered by or eligible for any Lodge insurance, health care, worker's compensation, or other benefits. I may choose at any time not to participate in an activity, or to stop my participation entirely, with Lodge.

## **General Provisions**

I understand that this agreement will be binding for the duration of my involvement with Lodge's programs. This is the final, complete, and exclusive agreement between Lodge and me, and supersedes all prior or contemporaneous communications or understandings, either oral or written. This agreement will be binding to the fullest extent permitted by law. If any provision of this agreement is found to be illegal, invalid or unenforceable, the remaining terms will be effective.

I have read this agreement and understand its terms and that I am giving up certain legal rights by signing it. I sign it freely and voluntarily.

Volunteer Name

Volunteer Signature

Date