



## “Protect the Lodge, Protect the Mission”

### **VOLUNTEER LIABILITY AGREEMENT & WAIVER**

\_\_\_\_\_ "Lodge" is a nonprofit organization. The Lodge regularly engages volunteer in its activities.

By signing, 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: Moose International, Inc., an Indiana nonprofit corporation, the Lodge, the owner(s) of premises on which Lodge programs take place (collectively, “Landowners” and their agents, directors, officers, heirs, successors, 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. This waiver does not apply to gross negligence or intentional acts by the Released Parties. 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.



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### **Indemnification**

I will defend, indemnify and hold the Released Parties harmless from and against any and all liability, loss, damages, claims, attorney’s fees, taxable costs, and costs 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 willful misconduct of the relevant Released Party.

### **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.

\*In the case of minors, this provision cannot be used as providing permission or consent. Use: **MINOR’S PERMISSION FORM, INDEMNIFICATION AGREEMENT, WAIVER, AND GENERAL RELEASE**

[If you do not wish to agree to this consent, please check mark this blank with an “X”[  ]

### **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 regarding the provisions in this Agreement and Waiver, 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 and Waiver, is found to be illegal, invalid or unenforceable, the remaining terms will be effective

\_\_\_\_\_  
I, expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as permitted by the laws of the State of



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\_\_\_\_\_ and it shall be governed and interpreted in accordance with the laws of  
the State of \_\_\_\_\_.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name