

RELEASE AND WAIVER OF LIABILITY FOR VOLUNTEERS

Name: _____

Address: _____

E-mail/Phone: _____



This Release and Waiver of Liability, (the "Release") executed on this ___ day of _____, 201___, by _____, the Volunteer, in favor of the Crozet Trails Crew (and Claudius Crozet Park), a not-for-profit agency, their affiliates, members, and founders.

The Volunteer desires to work as a volunteer for the Crozet Trails Crew and engage in activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include, but are not limited to, clearing trails, building trails, attending meetings, using tools (shovels, rakes, axes, saws, chainsaws, weed eaters, lawnmowers, and any and all other trail work tools), and working with other volunteers . The Volunteer does hereby freely, voluntarily, and without duress execute this Release under the following terms:

- 1. **RELEASE AND WAIVER:** Volunteer, for him/herself and his or her legal representatives, spouse, heirs and assigns, does hereby release and forever discharge and hold harmless the Crozet Trails Crew and its affiliates, members, and founders and assigns from any and all liability claims and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with the Crozet Trails Crew.

Volunteer understands that this Release discharges the Crozet Trails Crew from any liability or claim that the Volunteer may have against the Crozet Trails Crew with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with the Crozet Trails Crew, whether caused by the negligence of the Crozet Trails Crew or its affiliates, members, and founders. Volunteer covenants not to bring any action against the Crozet Trails Crew for any such injury or damage. Volunteer also understands that the Crozet Trails Crew does not assume any responsibility for or obligation to provide financial or other assistance including but not limited to medical, health or disability insurance in the event of injury or illness.

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2. **MEDICAL TREATMENT:** Volunteer does hereby release and forever discharges The Crozet Trails Crew 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 the Crozet Trails Crew. Volunteer authorizes The Crozet Trails Crew to act, in its best judgment, on Volunteer's behalf in case of an emergency.
3. **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, clearing trails, building trails, attending meetings, using tools (shovels, rakes, axes, saws, chainsaws, weed eaters, lawnmowers, and any and all other trail work tools), and working with other volunteers.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases The Crozet Trails Crew from all liability for injury, illness, death, or property damage resulting from the Activities.

4. **VOLUNTARY SERVICE:** Volunteer understands and acknowledges that he/she may decline any volunteer role or position at any time if he/she feels such role or position presents a risk to health or safety or for any other reason. Volunteer agrees to advise The Crozet Trails Crew of any preexisting conditions that would preclude involvement in any activity.
5. **INSURANCE:** The Volunteer understands that, except as otherwise agreed upon by The Crozet Trails Crew in writing, The Crozet Trails Crew does not carry or maintain health, medical, disability or Workers Compensation insurance coverage for any volunteer.
6. **OTHER:** Volunteer expressly agrees that the Release is intended to be as broad and inclusive as permitted by the laws of the State of Virginia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Virginia. 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 will continue to be enforceable. Volunteer represents that he/she is 18 years of age or older.

PHOTOGRAPHIC RELEASE: Volunteer does hereby grant and convey unto The Crozet Trails Crew all right, title and interest in any and all photographic images and video or audio recordings made by The Crozet Trails Crew during the Volunteer's Activities with the Crozet Trails Crew, including, but not limited to, any donations, proceeds, or other benefits derived from such photographs or recordings.

IN WITNESS WHEREOF, Volunteer has executed this Release as to the day and year first written.

Volunteer Signature: _____

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