

Volunteer Release of Liability

This Release and Waiver of Liability (the “release”) executed on **April 30, 2011** by _____ (“Volunteer”) releases the City of Owosso, Owosso Main Street, Shiawassee County, and the Friends of the Shiawassee River/The Nature Conservancy and each of its directors, officers, employees and agents, hereinafter collectively referred to as the “GreenUp CleanUp Owosso Committee”. The Volunteer desires to provide volunteer services for the GreenUp CleanUp Owosso Committee.

The Volunteer understands that the scope of Volunteer’s relationship with the GreenUp CleanUp Owosso Committee is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that the GreenUp CleanUp Owosso Committee will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer’s services to the GreenUp CleanUp Owosso Committee.

1. Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless the GreenUp CleanUp Owosso Committee 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 the services I provide to the GreenUp CleanUp Owosso Committee. I understand that this Release discharges the GreenUp CleanUp Owosso Committee from any liability or claim that I may have against the GreenUp CleanUp Owosso Committee with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services that I provide to the GreenUp CleanUp Owosso Committee.

2. Insurance: Further I understand that the GreenUp CleanUp Owosso Committee does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of the GreenUp CleanUp Owosso Committee beyond what may be freely offered by the GreenUp CleanUp Owosso Committee in the event of such injury or medical expenses incurred by me.

3. Medical Treatment: I am in good physical condition and am not aware of any condition that will limit or interfere with my ability to participate. I hereby Release and forever discharge the GreenUp CleanUp Owosso Committee from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with the GreenUp CleanUp Owosso Committee. I also understand that medical treatment may not be immediately available.

4. Assumption of Risk: I understand that the services I provide the GreenUp CleanUp Owosso Committee may consist of activities that may be hazardous to me including, but not limited to, planting trees, weed and/or plant removal, working along the riverbank (potentially in steep areas having uneven terrain), painting, working near the road, planting shrubs along M-21 and other activities which may be inherently dangerous. I agree to use all equipment and materials in a safe manner. As a volunteer, I hereby expressly assume the risk of injury or harm from these activities and Release the GreenUp CleanUp Owosso Committee from all liability for injury, illness, death or property damage resulting from the services I provide as a volunteer or occurring while I am providing volunteer services.

5. **Photographic Release:** I grant and convey to the GreenUp CleanUp Owosso Committee all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by the GreenUp CleanUp Owosso Committee in connection with my providing volunteer services to the GreenUp CleanUp Owosso Committee.

6. **Other:** As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the State of Michigan and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, acknowledge that I understand the contents of this Release and Waiver of Liability willingly and voluntarily and that I am at least 18 years of age.

VOLUNTEER SIGNATURE

DATE

FOR PARENTS/GUARDIANS OF VOLUNTEERS UNDER AGE 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do Consent and agree to his/her Release and Waiver of Liability as provided above, and, for myself and my heirs, assigns, personal and legal representatives, and next of kin, hereby release and agree to indemnify and hold harmless the GreenUp CleanUp Owosso Committee from any and all claims and liabilities incident to my minor child's/ward's involvement or participation in this event as provided above, even if arising from the negligence of the GreenUp CleanUp Owosso Committee, to the fullest extent permitted by law.

YOUTH VOLUNTEER'S NAME

PARENT/GUARDIAN'S NAME

PARENT/GUARDIAN'S SIGNATURE

PHONE NUMBER: _____ DATE: _____