VOLUNTEER FORM

Release of Claims, Media Release, and Waiver of Liability

## PLEASE READ CAREFULLY. This document affects your legal rights.

This agreement (this "Release") is executed as of the signature date below by the Volunteer, in favor of Friends of the Blue Ridge Parkway, Inc. a nonprofit corporation organized and existing under the laws of the State of North Carolina, and its directors, officers, employees, volunteers, and agents (collectively, "FRIENDS").

# VOLUNTEER INFORMATION:

Name: Click or tap here to enter text. (“I” “me” or the “Volunteer”)

Date of Birth\*: Click or tap here to enter text.

Address: Click or tap here to enter text. City, State, Zip: Click or tap here to enter text.

Phone: Click or tap here to enter text.

Email: Click or tap here to enter text.

\*NOTE: A parent or guardian must sign this form for anyone under age 18. See bottom of page for signature area.

I desire to volunteer for FRIENDS and engage in activities related to being a volunteer (the "Activities"). I understand that the Activities may include, but are not limited to:

[ ]  General Maintenance [ ]  Community Event Volunteer

[ ]  Landscaping [ ]  Litter/Debris Removal

[ ]  Trail Maintenance [ ]  Other: Explain: Click or tap here to enter text.

# EMERGENCY CONTACT:

Name Click or tap here to enter text.

Relation: Click or tap here to enter text.

Phone: Click or tap here to enter text.

# BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS TWO PAGE RELEASE AND I AM SIGNING THIS RELEASE AS OF MY SIGNATURE DATE WRITTEN BELOW.

Signature of Volunteer (Must be physical signature): \_\_\_\_\_\_\_ Name of Volunteer: Click or tap here to enter text. Date Click or tap here to enter text.

## For volunteers under 18 years of age, a parent or legal guardian must also sign.

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this Release. I authorize FRIENDS to obtain medical treatment for such minor and release it from liability in accordance with this Release.

 Signature of Parent or Legal Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent or Legal Guardian: Click or tap here to enter text.

Address: Click or tap here to enter text. City, State Zip: Click or tap here to enter text.

Date Click or tap here to enter text.

**Please read page 2 and initial in the box at the bottom.**

04/2022

I, the undersigned Volunteer, hereby freely, voluntarily, and without duress, agree to the following terms:

1. **Voluntary Participation.** My participation is voluntary and as a volunteer, not an employee. I will receive no compensation for my services and will not be eligible for any employee benefits. I may be dismissed as a volunteer at any time.
2. **Assumption of Risk.** I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I have considered those risks, am voluntarily participating, and hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities. I am physically capable of participating in the Activities and have no known health restrictions that might jeopardize my safety or health or the safety or health of others during my participation in the Activities.
3. **Medical Treatment.** I hereby give consent and authority to FRIENDS to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation.
4. **Release and Waiver.** I hereby fully and forever release and discharge FRIENDS from, and expressly waive, any and all compensation, liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities, specifically including but not limited to any claim whatsoever in connection with any medical treatment or services, or associated transportation.

I UNDERSTAND THAT THIS RELEASE DISCHARGES FRIENDS FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST FRIENDS WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF FRIENDS OR OTHERWISE.

1. **Insurance.** I understand that workers' compensation insurance is not available to volunteers and that FRIENDS does not provide workers' compensation insurance for volunteers. Further,

I UNDERSTAND THAT, EXCEPT AS AGREED TO BY FRIENDS IN WRITING, FRIENDS 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 OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

1. **Photographic Release.** I understand and agree that during the Activities, I may be photographed and/or have video or audio recordings produced by FRIENDS for internal and/or promotional use. I hereby grant and convey to FRIENDS all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or audio or video recordings, and consent to FRIENDS' use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.
2. **Miscellaneous.** I hereby agree that this Release represents the full understanding between FRIENDS and me and supersedes all other prior agreements, understandings, and representations, both written and oral, between us with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be modified so as to be valid and enforceable to the fullest extent permitted, and the invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of FRIENDS and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
3. **Governing Law.** This Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without reference to any choice of law doctrine, and this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia.

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent to participate in all volunteer Activities. I have read and understand this Release, any questions of mine have been answered, and I voluntarily agree to the above provisions.

**VOLUNTEER INITIALS**:

**Once completed:** 1. Return to FRIENDS Chapter Chair

* 1. Print, scan and email to staff@friendsbrp.org
	2. Mail to FRIENDS of the Blue Ridge, PO Box 20986, Roanoke, VA 24018