



**Gorman Heritage Farm Foundation
Volunteer Release, Waiver of Liability and Indemnity Agreement and
Express Assumption of Risks**

Name: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Phone (H): _____ (C): _____ Email: _____

Birthdate: _____ Age: _____

This Volunteer Release, Waiver of Liability and Indemnity Agreement and Express Assumption of Risks (the "Agreement"), executed on _____, 201_____, by (printed name of volunteer) _____ ("Volunteer") is made between the Volunteer and the Gorman Heritage Farm Foundation, a nonprofit corporation organized and existing under the laws of the State of Ohio, and each of its directors, officers, employees, and agents, including the Village of Evendale (individually and collectively the "Foundation"). The Volunteer desires to provide volunteer services for the Foundation and engage in activities related to serving as a volunteer.

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

1. **Waiver and Release:** Except for acts of gross negligence or intentional or willful misconduct, I, the Volunteer, and on behalf of my family, estate, heirs, successors or assigns, waive, release and forever discharge, hold harmless, agree not to sue, and agree to defend and indemnify the Foundation, and its successors and assigns, from any and all liabilities, responsibilities, 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 Foundation as a volunteer (the "Release"). Except as otherwise provided, I understand and acknowledge this Release discharges the Foundation, including its volunteers, invitees and sponsors from any liabilities or claims that I may now or in the future have against the Foundation with respect to negligence, bodily injury, personal injury, illness, death, lost wages, or property damage that may result from the services I provide to the Foundation or occurring while I am providing volunteer services.
2. **Insurance:** Further, I understand the Foundation 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 any damage to my property. I expressly waive any such claims for compensation or liability on the part of the Foundation.
3. **Medical Treatment:** I hereby release and forever discharge the Foundation 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 the provision of services I provide as a Volunteer or occurring while I am providing volunteer services.

4. **Assumption of Risks:** I understand the volunteer services I provide to the Foundation may include activities that may be hazardous to me including, but not limited to, work around animals, equipment, outdoors and other people involving inherently dangerous activities. As a Volunteer, I hereby expressly assume the risks of all injury or harm from these activities and release the Foundation from all liabilities for injury, illness, death or any 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 Foundation all rights, titles, and interests in any and all photographs, images, videos, or audio recordings of me or my likeness or voice made by the Foundation in connection with my provision of volunteer services to the Foundation.
6. **Other:** As a Volunteer, I expressly agree this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. I agree in the event any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected. I understand this document is a contract which grants certain rights to and eliminates the liability of the Foundation.
7. **Consent to Review Background:** I give my permission to the Foundation to make inquiry of others concerning my suitability to serve as a Volunteer to the Foundation, which inquiry may include a review of criminal history, sex offender, and crimes against minors registry searches carried out through a law enforcement agency or national agency of the Foundation's choice.

By signing below, I express my understanding and intent to willingly and voluntarily enter into this Release and Waiver of Liability Agreement and Express Assumption of Risks.

Signature

Date

Print Full Name

[If Volunteer is under the age of 18, a parent or guardian must sign this form]

Signature (Parent or Guardian if Volunteer
is under age of 18)

Revision Date: January 28, 2015

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