ADULTS: Volunteer Agreement & Waiver & Release

Deerfield Township Parks and Recreation Department



Volunteer Name (first and last):

Event:

Event Date:

I agree to volunteer my services to Deerfield Township in accordance with the following understandings:

- 1. I will offer my services with no expectation of pay, benefits, or other privileges of employment of any kind.
- 2. I certify that I have not been promised and have no expectation that I will receive a paid position as a result of my volunteer work.
- 3. I understand that placement into volunteer positions are at the sole discretion of Deerfield Township. Accordingly, my volunteer assignment/service may be withdrawn or terminated at any time.
- 4. I agree to follow all of Deerfield Township's Park Rules and all applicable State and Federal laws, rules, and regulations.
- 5. I agree to follow the directions of Deerfield Township staff and to exercise reasonable care in all activities in which I participate.
- 6. I understand that despite careful preparation and instruction, not all hazards can be foreseen. I agree that I am solely responsible for determining if I am physically fit and/or properly skilled for any volunteer activity. I understand that I always have the right to refuse any task that I am uncomfortable with. I agree to waive, release and hold Deerfield Township harmless from all tort and civil liability arising from or relating to volunteering my services. This Agreement to waive, release and hold harmless includes not just Deerfield Township, but also its officers, employees, agents and independent contractors.
- 7. I understand and agree that Deerfield Township is not responsible for any of my personal property that is lost, damaged, or stolen while I am participating as a volunteer.
- 8. I grant Deerfield Township, all sponsors, affiliates, parties permitting use of property, coordinating groups, volunteers, and any individuals associated with the activity, permission to use my photograph or image with or without my name, both single and in conjunction with other persons or objects for any and all purposes, including, but not limited to, private or public presentations, advertising, publicity, and promotions relating thereto.
- 9. In the event of a medical emergency, I hereby give my consent for 1) transfer to the nearest hospital reasonably accessible; 2) the administration of any treatment deemed necessary by a licensed physician or dentist. This authorization does not cover major surgery, unless the medical opinions of two licensed physicians or dentists, concurring in the necessity for such surgery, are obtained prior to the performance of such surgery.
- 10. In consideration of being permitted to participate in the volunteer activity, I hereby, for myself, my child, and our executors, administrators and assignees, assume all risks and hold Deerfield Township, all sponsors, affiliates, parties permitting use of property, coordinating groups, volunteers, and any individuals associated with the activity harmless from any and all liability, causes of action, debts, claims, damages, or demands of any nature whatsoever which may arise in connection with my participation in activities.
- 11. I understand that Deerfield Township requires a background check prior to allowing adult volunteers to serve in certain volunteer activities. This background check will be paid for by Deerfield Township.
- 12. This Agreement shall be governed and construed in accordance with the laws of Ohio, without regard to Ohio's conflicts-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Ohio, without regard to Ohio's conflicts-of-law principles. Any claims, legal proceeding or litigation arising in connection with this Agreement will be brought solely in Warren County, Ohio, and the Parties consent to the jurisdiction of such courts.

Volunteer Signature