



RELEASE AND WAIVER OF LIABILITY FOR VOLUNTEERS (Please Print)

Name: _____

Age Category: <19, 19-29, 30-47, 48-54, 55+ (circle)

Address: _____

E-mail/Phone: _____

<p>For Program Staff Use Only:</p> <p>Total Hours:</p> <p>Group Name:</p> <p>Organization:</p>
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This Release and Waiver of Liability, (the “Release”) executed on this ___ day of _____, 201___, by _____, the Volunteer, in favor of the Fort Wayne Downtown Economic Improvement District, their directors, officers, employees and agents.

The Volunteer desires to work as a volunteer for Downtown Improvement District and engage in activities related to being a volunteer (the “Activities”). The Volunteer understands that the Activities may include, but are not limited to, organizing, cleaning, performing yard or streetscape maintenance, remodeling, repair and upkeep, loading and unloading supplies, interacting with clients, and providing surveys or other services. 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 Fort Wayne Downtown Economic Improvement District and its officers, directors, trustees, employees, agents, insurers and representatives, successors 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 Fort Wayne Downtown Economic Improvement District.

Volunteer understands that this Release discharges Fort Wayne Downtown Economic Improvement District from any liability or claim that the Volunteer may have against Fort Wayne Downtown Economic Improvement District with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s Activities with Fort Wayne Downtown Economic Improvement District, whether caused by the negligence of Fort Wayne Downtown Economic Improvement District or its officers, directors, employees, or agents or otherwise. Volunteer covenants not to bring any action against Fort Wayne Downtown Economic Improvement District for any such injury or damage. Volunteer also understands that Fort Wayne Downtown Economic Improvement District 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.

Initial _____

2. **MEDICAL TREATMENT:** Volunteer does hereby release and forever discharges Fort Wayne Downtown Economic Improvement District 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 Fort Wayne Downtown Economic Improvement District. Volunteer authorizes Fort Wayne Downtown Economic Improvement District 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, organizing, cleaning, performing yard or streetscape maintenance, remodeling and rehabilitation, loading and unloading supplies, interacting with clients, and providing surveys or other services.

 Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Fort Wayne Downtown Economic Improvement District 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 Fort Wayne Downtown Economic Improvement District of any preexisting conditions that would preclude involvement in any activity.

5. **INSURANCE:** The Volunteer understands that, except as otherwise agreed upon by Fort Wayne Downtown Economic Improvement District in writing, Fort Wayne Downtown Economic Improvement District 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 Indiana, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Indiana. 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 either (1.) 18 years of age or older or (2.) is signing for a minor as legal guardian. (In the case of option 2. The legal guardian must provide signature with accompanying printed name of minor.)

PHOTOGRAPHIC RELEASE: Volunteer does hereby grant and convey unto Fort Wayne Downtown Economic Improvement District all right, title and interest in any and all photographic images and video or audio recordings made by Fort Wayne Downtown Economic Improvement District during the Volunteer's Activities with Fort Wayne Downtown Economic Improvement District, 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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