

RELEASE AND WAIVER OF LIABILITY FOR VOLUNTEERS

This Release and Waiver of Liability, (the "Release") executed by the below signed Volunteer, in favor of the White River Alliance, a nonprofit agency, their directors, officers, employees and agents (collectively referred to as WRA).

The Volunteer desires to work as a volunteer for the WRA and engage in activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include, but are not limited to, driving to designated location, walking on sloped and uneven ground, exposure to the elements, wading into move water, and collecting water samples form potentially polluted waterways among other duties. 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 the WRA 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 the WRA.

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

2. **MEDICAL TREATMENT:** Volunteer does hereby release and forever discharges the WRA 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 the WRA. Volunteer authorizes the WRA 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. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the WRA from all liability for injury, illness, death, or 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 reason. Volunteer agrees to advise the WRA of any preexisting conditions that would preclude involvement in any activity.
5. **INSURANCE:** The Volunteer understands that, except as otherwise agreed upon by the WRA in writing, the WRA does not carry or maintain health, medical, disability or Workers Compensation 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 18 years of age or older.

PHOTOGRAPHIC RELEASE: Volunteer does hereby grant and convey unto the WRA all right, title and interest in all photographic images, video or audio recordings made by the WRA during the Volunteer's Activities with the WRA, 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.

Volunteer Signature: _____

Date _____