



MWCD Volunteer Participant Agreement Waiver of Liability and Assumption of Risk

• Please read carefully and sign below •

I understand that my participation in Muskingum Watershed Conservancy District (MWCD) programs, operations and/or maintenance is a voluntary activity, and that I am donating my time and my labor by my own free choice. I understand that my volunteer work does not constitute an employment relationship with the MWCD; I am not an employee. I agree to participate in training required and I agree to perform my assigned tasks in a responsible manner. I understand that I have the right to terminate my volunteer service at any time with or without cause, and that the MWCD has the same right. I understand that the MWCD is neither responsible nor liable for the payment of any monetary remuneration to me for my performance of services. I further understand and agree that I will not receive nor will the MWCD provide to me any other benefits, which may be available to employees, including but not limited to health or life insurance, Workers' Compensation coverage, unemployment compensation coverage, paid vacation leave, sick leave or Ohio Public Employees Retirement System benefits.

I realize that certain areas of MWCD business may involve information or documentation that is confidential or that is exempt from public disclosure. I agree, that should I ever receive or otherwise become privy to said information or documentation, that I shall maintain the same in a confidential manner and that I shall not disclose the whole or any segment thereof to any other person or entity.

In consideration of being allowed to participate in volunteer activities, I hereby agree to assume the risks of property damage, injury, illness or death that are in any way associated with my participation in these volunteer activities. I agree to release, defend, indemnify and hold harmless the MWCD, its officials, its employees, representatives, volunteers and agents for any and all rights and claims for damages, including attorney fees, I now, or may hereafter have, whether known or unknown, in law or in equity, and arising from or in any way connected with my participation in MWCD volunteer activities including any liability **arising in whole or in part from the negligence of the MWCD**, its officials, its employees, representatives, volunteers and agents and any other causes of action and grounds for recovery resulting from any person's or entity's conduct, action or omission, **except that MWCD shall not be released from its willful or wanton misconduct**. I agree that the terms stated herein shall also serve as a waiver of liability and assumption of risk for my heirs, estate, executor, administrator, assignees, and for all members of my family.

ACKNOWLEDGMENT

I acknowledge that I have carefully read this waiver of liability and assumption of risk and fully understand that I am waiving any right that I may now or hereafter have to bring legal action to assert any claim against the MWCD in connection with my participation in a volunteer activity.

I accept the conditions printed above.

Signature: _____

Name: _____
(Printed)

Date: _____

Address: _____

Phone #: _____

Email: _____

Emergency Contact Name & Phone#: _____

VOLUNTEER PARTICIPANTS UNDER 18

A parent or guardian signature is required if the participant is under 18 years of age. By signing this waiver of liability and assumption of risk on behalf of a minor, the undersigned parent or guardian is agreeing to be bound by the above conditions on behalf of himself or herself and on behalf of the participant.

Parent or Guardian Signature _____ Date _____

Print Parent or Guardian Name _____

EMERGENCY CONTACT INFORMATION

Name _____

Address _____

Relationship _____

Phone Number _____

Phone Number _____

Name _____

Address _____

Relationship _____

Phone Number _____

Phone Number _____