



## RELEASE AND WAIVER OF LIABILITY FOR VOLUNTEERS

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail/Phone: \_\_\_\_\_

This Release and Waiver of Liability, (the "Release") is executed on this \_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, (the "Volunteer"), in favor of the Recreation and Youth Services Volunteer Program, the City of Dayton and its elected officials, officers, employees, volunteers, and agents.

The Volunteer desires to work as a volunteer for the City of Dayton's Department of Recreation and Youth Services Volunteer Program (also referred to as RYS Volunteer Program) and engage in activities related to being a volunteer (the "Activities" and/or "Events"). The Volunteer understands that the Activities may include, but are not limited to, organizing, cleaning, preparing/distributing meals, performing yard maintenance, and upkeep of buildings, loading and unloading supplies, interacting with patrons, and providing clerical support in the RYS Volunteer Program offices. 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/guardian, spouse, heirs and assigns, does hereby release and forever discharge and hold harmless the City of Dayton and its officers, employees, volunteers, agents, insurers, 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 the RYS Volunteer Program.

Volunteer understands that this Release discharges the City of Dayton from any liability or claim that the Volunteer may have against the City of Dayton, whether caused by the negligence of RYS Volunteer Program or its officers, directors, employees, or agents or otherwise. Volunteer covenants not to bring any action against the City of Dayton, for any injury or damage. Volunteer also understands that the City of Dayton 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 City of Dayton, Department of Recreation and Youth Services 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 RYS Volunteer Program. Volunteer authorizes the City of Dayton, Department of Recreation and Youth Services to act, in its best judgment, on Volunteer's behalf in case of an emergency.

INITIALS HERE \_\_\_\_\_

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, preparing meals, performing yard maintenance, moving household furnishings and fixtures, loading and unloading supplies, interacting with patrons and providing clerical support in the RYS Volunteer Program offices. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the City of Dayton from any liability.
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 the RYS Volunteer Program Supervisor of any preexisting conditions that would preclude involvement in any activity.
5. **INSURANCE:** The Volunteer understands that, except as otherwise agreed, the City of Dayton does not carry or maintain health, medical, disability or Workers' Compensation insurance coverage for any volunteer.
6. The parties hereby agree that, at all times, Volunteer shall be an independent contractor and not subject to the control by the City, except as provided herein. As an independent contractor, the parties hereby agree that the relationship between the parties shall not be held out or construed as employer-employee, joint venture, or principal-agent. Neither party shall act or represent itself in such a manner as to assume or create any obligation on behalf of, or in the name of, the other party, without the prior written and express authority to do so by a duly authorized representative.

Volunteer understands and agrees that any and all persons retained or hired to perform the duties and responsibilities under this Agreement are not City employees and not entitled to any of the emoluments of City employment. Further, the Volunteer shall be responsible to withhold and pay, or cause such agents, contractors and subcontractors to withhold and pay, all local, state, and federal taxes.

7. **OTHER:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. 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 at least 18 years old. If Volunteer is under 18 years old, the person(s) signing this release hereby affirms that he or she has legal guardianship of the Volunteer and that Volunteer is at least 15 years old.

**PHOTOGRAPHIC RELEASE:** Volunteer does hereby grant and convey unto the City of Dayton all right, title and interest in any and all intellectual property, including but not limited to any audio or video recordings, or photographs, created during the Volunteer's Activities with the RYS Volunteer Program, including, but not limited to, any sales, donations, proceeds, or other benefits derived from such intellectual property.

IN WITNESS WHEREOF, Volunteer has executed this Release as to the day and year first written.

Signature of Volunteer or Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

City of Dayton, Department of Recreation & Youth Services