

## VOLUNTEER WAIVER AND RELEASE OF LIABILITY

Volunteer Name (Print Please): \_\_\_\_\_

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

I understand that the Fruitland Township Board requires me to accept this Volunteer Waiver and Release of Liability ("Agreement") before I can act as a volunteer and engage in activities related to being a volunteer for the following event:

\_\_\_\_\_ ("Event")

1. **Waiver and Release of Liability:** My participation in the Event is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious and/or result in death) and loss of or damage to my property (collectively, "Risks")

Accordingly, I agree to the following:

- a. I hereby release and hold harmless Fruitland Township, their officers, employees, agents, volunteers, and contractors (collectively "Releasees") from any claim, demand, loss, liability, damages, and attorney's fees and costs whatsoever arising from, related to, or resulting from these Risks ("Claims"), including those caused by negligent acts or omissions of any and all the Releasees. In exchange for this promise and all other promises set forth herein the Board agrees to allow me to participate as a volunteer for the Event.
- b. I recognize the physical exertion involved in this Event and attest and certify that I am physically fit to volunteer safely, and I have not been advised otherwise by a health care professional.
- c. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation at the Event, including those sustained on the premises where the Event is being conducted and while I am traveling to a from such premises, regardless of the location or mode of transportation.
- d. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

### 2. General Provisions:

- a. I hereby expressly agree that this Agreement shall be governed and construed according to the laws of the State of Michigan without regard to its conflict of laws, provisions.
- b. This Agreement contains the entire understanding between and among the parties concerning these matters. No Waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
- c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in this Event.

Dated: \_\_\_\_\_

Volunteer Signature: \_\_\_\_\_