



**GRAND TRAVERSE AREA CHILDREN'S GARDEN
ADULT VOLUNTEER RELEASE AND WAIVER OF LIABILITY FORM**

**PLEASE READ CAREFULLY!
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

This Release and Waiver of Liability (the "Release") is executed by the undersigned (the "Volunteer"). The Volunteer releases the Grand Traverse Area Children's Garden (the "Nonprofit"), a nonprofit organized and existing under the laws of the United States as a Section 501(c) (3) tax exempt corporation, each of its directors, officers, employees, and agents. I as the Volunteer do hereby give my consent to participation in all activities of the Nonprofit. The Volunteer understands that the scope of the Volunteer's relationship with Nonprofit is limited to a volunteer position and that no compensation is expected in return for services provided by the Volunteer; and that Nonprofit will not provide any benefits traditionally associated with employment to Volunteer. The Volunteer desires that the Volunteer engage in activities related to serving or participating in the Nonprofit's activities as a player, participant or volunteer. The Volunteer is responsible for the Volunteer's own insurance coverage in the event of personal injury or illness as a result of participation in activities of the Nonprofit.

1. Waiver and Release: I release and forever discharge and hold harmless Nonprofit and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the activities as a Volunteer with the Nonprofit, including claims arising out of negligence. I understand and acknowledge that this Release Discharges Nonprofit from any liability or claim that I may have against Nonprofit with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services the Volunteer provides to Nonprofit or occurring while the Volunteer is providing volunteer services.

2. Insurance: I affirm that I am covered by primary medical insurance and understand that I am responsible for my medical bills if injury occurs. Further, I understand that Nonprofit does not

assume any responsibility for or obligation to provide the Volunteer with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of the Volunteer's injury, illness, death or damage to his or her property. I expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of such injury or medical expenses incurred by the Volunteer.

3. Assumption of Risk: I understand that the services provided by me to Nonprofit may include activities that are inherently dangerous to me, including but not limited to utilizing tools, strenuous activity related to gardening, disease carrying bugs or animals, sun exposure, poisonous plants, overexertion, loud noises, and chemical use and/or contact. I hereby expressly assume the risk of injury or harm to me from these activities and Release Nonprofit from all liability for injury, illness, death, or property damage resulting from the services I provide as a volunteer or occurring while I am participating in events.

4. Photographic Release: I, grant and convey to Nonprofit all right, title, and interests in any and all photographs, images, video or audio recordings of the Volunteer or his or her likeness or voice made by Nonprofit in connection with the Volunteer participating in Nonprofit events, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

5. Medical Treatment: I, hereby release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Nonprofit. I give my consent for the Nonprofit to provide, administer, or obtain medical treatment for me.

6. Other: I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected. By signing below, I, the above named Volunteer, express my understanding and intent to enter into this Release and Waiver of Liability knowingly and voluntarily.

7. Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Nonprofit has put in place preventative measures to reduce the spread of COVID-19; however, the Nonprofit cannot guarantee that you will not become infected with COVID-19. Further, volunteering for the Nonprofit could increase your risk

of contracting COVID-19. By signing this agreement, the Volunteer acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that the Volunteer may be exposed to or infected by COVID-19 by volunteering for the Nonprofit and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Nonprofit may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Nonprofit employees, volunteers, and program participants and their families.

This document was electronically signed on the date of submission of the GTA Children's Garden Volunteer Interest Form 2020-2021.

Updated September 15, 2020.