



OVERTON PARK CONSERVANCY

VOLUNTEER RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

This Release, Indemnity, and Waiver of Liability executed on _____, 20__ by the Volunteer releases the Overton Park Conservancy, a 501(c)3 non-profit corporation organized and existing under the laws of Tennessee, and each of the Overton Park Conservancy's directors, officers, employees, and agents as set forth herein.

The Volunteer desires to provide volunteer services for the Overton Park Conservancy (OPC) and engage in activities related to serving as a volunteer for _____.

The Volunteer understands that the scope of the Volunteer's relationship with OPC is limited to a volunteer position and that no compensation is expected in return for services provided; that OPC will not provide any benefits traditionally associated with employment to the Volunteer; and that the Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of the Volunteer's service to OPC.

1. *Waiver and release:* I release and forever discharge OPC its agents and employees, 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 services I provide to OPC. I understand and acknowledge that this Release discharges OPC from any liability or claim that I may have against OPC with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to OPC or that may arise out of my activities as a volunteer to OPC.
2. *Insurance:* I understand that OPC does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of OPC beyond what may be offered freely by OPC in the event of such injury or medical expenses incurred by me.
3. *Indemnity:* I hereby agree to indemnify, hold harmless, and defend OPC, its agents and employees, successors and assigns, from any and all claims of whatever kind or nature that any third party may assert against OPC that arise out of my activities as a volunteer to OPC, except for those claims that are found to be caused by or due to the sole negligence of OPC.
4. *Assumption of Risk:* I understand that the services I provide to OPC may include activities that may be hazardous to me, including, but not limited to clearing trails of branches, trees and other debris, with or without a chainsaw or other power

tool, and involving inherently dangerous activities. As a volunteer, I hereby expressly assume the risk of injury or harm from these activities.

5. *Photographic Release*: I grant and convey to OPC all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by OPC in connection with my volunteer services to OPC.

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 Tennessee and that this Release shall be governed by and interpreted in accordance with the laws of the state of Tennessee. 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.

IN WITNESS WHEREOF, I the Volunteer have executed this Release as of the day and year first above written.

Volunteer Name (Please Print): _____

Volunteer Signature: _____ **Date:** _____

Volunteer Address: _____

Phone _____ **Email (optional)** _____

Group/Organization (if applicable): _____

In case of emergency, please contact:

Name(s): _____ Relationship: _____

Phone number(s): _____