

Village of Vicksburg
VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the "Release") is executed _____, 20____, by _____, (the "Volunteer") in favor of the Village of Vicksburg, a Michigan municipality ("the Village"), its officers, employees, and agents.

The Volunteer desires to participate in providing services to the public ("Services"), which the Volunteer understands includes working with the Village, going to and from work locations, and providing manual labor. Volunteer's participation is completely voluntary and Volunteer understands no compensation will be received by him/her. Volunteer acknowledges that providing Services to the Village at the Village's discretion and direction does not and will not create an employment relationship at any time with the Village.

The Volunteer freely, voluntarily, and without duress executes this Release under the following terms:

1. **Waiver and Release.** Volunteer covenants not to sue, releases and holds harmless the Village, its officers, employees and agents, from liability, claims and demands of whatever kind or nature, either in law or in equity, which arise from Volunteer's participation in the Services. By signing this, Volunteer discharges the Village, its officers, employees and agents from any liability or claim that Volunteer may have with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's participation in the Services. Volunteer also understands that the Village does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance. Volunteer further understands that he/she is not an employee of the Village and Volunteer waives any claim to wages or other Village employee benefits.
2. **Medical Treatment and Insurance.** Volunteer releases and forever discharges the Village from any claim whatsoever which arises now or later on account of any first aid, treatment, or service rendered in connection with the Volunteer's participation in the Services. Volunteer understands that the Village does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **Each Volunteer is expected and encouraged to have medical or health insurance coverage in effect while participating in the Services.**
3. **Assumption of Risk.** The Volunteer understands that the Services may include activities that may be hazardous to the Volunteer. Volunteer assumes the risk of injury or harm in these activities and releases the Village from all liability for injury, illness, death, or property damage resulting from the activities of the Volunteer's participation in the Services.
4. **Photographic Release.** Volunteer grants the Village all right, title, and interest in photograph images and recordings made by the Village during the Services,

including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

5. **Other.** This release is intended to be as inclusive as the laws of Michigan permit and that it shall be governed by the laws of Michigan. Volunteer agrees that if a clause or provision of this release is found by a court to be invalid, that finding shall not invalidate any other clause or provision of this release which shall continue to be enforceable.

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

VOLUNTEER:

Dated: _____

(Signature)

(Print name)

(Address)

(Telephone)

GUARDIAN OF VOLUNTEER:

Dated: _____

(Signature)

(Print name)

(Address)

(Telephone)