

2019 VOLUNTEER AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the volunteer activities offered by the Center for the Inland Bays, Inc., its directors, employees, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "CIB"), I hereby agree to release and discharge CIB on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

- 1 I acknowledge that participating in volunteer activities/scientific studies and surveys entails known and unanticipated risks¹ which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties.

Furthermore, I acknowledge that CIB employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and the equipment being used might malfunction.

- 2 I expressly agree and promise to accept and assume all of the risks existing in these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.
- 3 I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CIB from any and all Claims, including those made under worker's comp and OSHA, demands, or causes of action, which are in any way connected with my participation in these activities or my use of CIB's equipment or facilities, including any such claims which allege negligent acts or omissions of CIB.
- 4 Should CIB, or any acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5 I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in these activities, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.
- 6 In the event that I file a lawsuit against CIB, I agree to do so solely in the State of Delaware, and further agree that the substantive law of the State shall apply in that action without regard to the conflict of law rules of that State.
- 7 I hereby grant the CIB permission to use images of myself taken during any volunteer activities in which I participate.
- 8 I expressly agree and promise to wear close-toed footwear during this activity and I understand that failing to do so will prevent me from participating in this activity.
- 9 I expressly agree and promise to not enter the water if I have any open wounds that could come in contact with the water and I understand that failing to do so will prevent me from participating in this activity.
- 10 I certify that I have received adequate safety training to perform this activity.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in these activities, I may be found by a court of law to have waived my right to maintain a lawsuit against CIB on the basis of any Claim from which I have released them herein.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I agree that safety information pertaining to each particular volunteer activity was presented at the volunteer meeting for that particular activity, and that it is my responsibility to understand these safety procedures, and to contact CIB staff if I have a question regarding any of the safety procedures.

Print Name _____

Address _____

City, State, Zip Code _____

Phone Number _____

Email _____

Emergency Contact Name _____ **Relationship** _____

Emergency Contact Phone Number _____

Date _____ **Signature of Participant** _____

PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name)("Minor") being permitted by CIB to participate in its activities and to use equipment and facilities, I further agree to indemnify and hold harmless CIB from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____

Print Name _____

Date _____

Waiver Supplement: CIB Volunteer Risks and Precautions¹

¹ Risks associated with CIB activities include but are not limited to:

- laceration, cuts, scrapes, puncture wounds, bruises, fractures, and other physical injuries
- infections, illnesses, and exhaustion as caused by labor or heat
- infections caused by bacteria present in bay and stream water
- risks associated with increased heat rate
- injuries due to operation of machinery, power tools, tools, motorized vehicles, and water craft
- risks associated with natural features of the environment, including sharp objects, hard surfaces, waves, currents, deep water, and open water
- risks associated with night time activities, with reduced visibility, or daytime activities with reduced visibility