

# **WAIVER AND RELEASE OF LIABILITY**

This Waiver and Release of Liability (“Release”) is executed on the date noted below, by \_\_\_\_\_ (“Volunteer”), in favor of David Hammond (“Hammond”), an individual residing at 48724 Greenwich Circle, Canton, Michigan 48188, and Creating Habitats for Pollinators, a nonprofit organization located at 48724 Greenwich Circle, Canton, Michigan 48188 (“CHP”).

## **1. Volunteer Activities**

The Volunteer desires to participate in CHP’s wildflower plantings and related activities, which may include but are not limited to site preparation, seeding, digging, lifting, carrying materials, working with tools, maintenance, and other related outdoor and physical activities (the “Activities”).

## **2. Assumption of Risk**

The Volunteer understands and acknowledges that the Activities may involve inherent risks, including but not limited to slips; trips; falls; uneven terrain; exposure to weather, insects, or wildlife; use of tools and equipment; and physical exertion or injury which may carry with it the potential for serious injury, psychological injury, pain, suffering, illness, disfigurement, disability, property damage, economic loss, and death.

The Volunteer certifies that the Volunteer is physically able to participate in the Activities and has not been advised otherwise by a health care professional. The Volunteer freely and voluntarily assumes all risks, known and unknown, associated with participation in the Activities.

## **3. Release and Waiver**

In consideration for being permitted to participate in the Activities, the Volunteer, on behalf of the Volunteer, the Volunteer’s heirs, executors, administrators, assigns, and personal representatives, hereby releases, holds harmless, and forever discharges Hammond and CHP, individually and jointly, and their respective heirs, executors, administrators, personal representatives, directors, officers, affiliates, members, agents, attorneys, staff, insurers, predecessors, successors and assigns, from any and all liability, claims, demands, causes of action, losses, damages, attorneys fees, and costs whatsoever arising out of or related to any risk, injury, illness, disability, death, property damage, or economic loss that may occur during or as a result of the Volunteer’s participation in the Activities, whether caused by the negligence of Hammond or CHP or otherwise, to the fullest extent permitted by law.

## **4. Medical Treatment**

The Volunteer authorizes Hammond and CHP to provide emergency medical care deemed necessary if an injury or medical emergency occurs during the Activities, including but not limited to first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. The Volunteer agrees to assume and be financially responsible for any and all costs and medical and related bills resulting from any such care, as well as for any and all costs and medical and related bills resulting from any injury incurred from participating in the Activities.

## **5. Insurance**

The Volunteer understands that Hammond and CHP do not provide medical or health insurance for volunteers. The Volunteer is responsible for obtaining the Volunteer’s own insurance coverage if desired.

## **6. Compliance With Rules**

The Volunteer agrees to follow all safety instructions, site rules, and directions given by Hammond or CHP’s staff or project leaders. In the event that any damage occurs to equipment or facilities resulting from the Volunteer’s willful actions, neglect, or recklessness, the Volunteer agrees to be held liable for any and all costs associated with any such willful actions, neglect, or recklessness.

## **7. Photographic Release**

The Volunteer grants Hammond and CHP permission to use photographs, videos, or other media of the Volunteer taken during the Activities for promotional or educational purposes without compensation.

**8. Minors**

If the Volunteer is a minor under 18 years old, this Release must be signed by a parent or legal guardian on behalf of such minor, and the terms of this Release shall equally apply to such minor.

**9. Governing Law**

This Release shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

**10. Severability**

If any provision of this Release is found to be unenforceable, the remaining provisions shall remain in full force and effect.

**11. Signatures**

Signatures delivered by email (including PDF), or other electronic means, shall be deemed effective and binding as originals.

**12. Integration**

This Release contains the entire understanding between the parties concerning these matters and supersedes any and all previous oral or written promises or other agreements relating to these matters.

\_\_\_\_\_  
**THE VOLUNTEER ACKNOWLEDGES THAT THE VOLUNTEER HAS READ AND FULLY UNDERSTANDS THIS RELEASE AND FREELY AND VOLUNTARILY SIGNS IT.**

Volunteer Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_

**If Volunteer Is a Minor**

**I AM THE PARENT/LEGAL GUARDIAN OF THE MINOR VOLUNTEER NAMED IN THIS RELEASE, AND IN SUCH CAPACITY, I HAVE READ AND FULLY UNDERSTAND THIS RELEASE, FREELY AND VOLUNTARILY SIGN IT, AND CONSENT AND AGREE TO ALL THE TERMS OF THIS RELEASE ON BEHALF OF SUCH MINOR VOLUNTEER.**

Parent/Guardian Name: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Volunteer Minor: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email \_\_\_\_\_ Signature: \_\_\_\_\_