MENTOR PUBLIC LIBRARY

Release and Waiver of Liability for Volunteers

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

This release and waiver of liability is executed on this date ___________________ by _____________________________, a volunteer with Mentor Public Library, hereafter referred to as MPL, and if a minor child signed by the parent or legal guardian _____________________________ in favor of MPL, a nonprofit organization, their directors, officers, employees and agents (collectively “MPL”).

The Volunteer and Guardian desire that the individual (hereafter referred to as “Volunteer”) work as a volunteer for MPL and engages in the activities related to being a volunteer (the “Activities”). The Volunteer and the Guardian understand that the Activities may include physical labor, construction work, demolition, rebuilding, repairing, clean-up, office, clerical work and/or delivery of materials. The Volunteer and Guardian understand and agree to perform all services as a volunteer in compliance with the rules, regulations, and policies of the MPL.

The Volunteer and Guardian do hereby freely, voluntarily and without duress execute the Release under the following terms:

1. RELEASE AND WAIVER: Volunteer and Guardian do hereby release and forever discharge and hold harmless MPL and its successors and assigns from any and all liability, claims, and demands of whatever kinds or nature, either in law or in equity, which arise or may hereafter arise from Volunteer activities with MPL.

Volunteer and Guardian understand that this release discharges MPL from any liability or claim that the Volunteer or Guardian may have against MPL with respect to any bodily injury, personal injury, illness, death or property damage that may result from the Volunteer’s Activities with MPL, whether caused by negligence of MPL or its officers, directors, employees, or agents or otherwise. Volunteer and Guardian also understand that MPL does not assume any responsibility for or obligation to provide financial assistance,
including but not limited to medical, health or disability insurance in the event of an injury.
It is the practice of MPL that Activities be age appropriate and limitations be placed on participation under such guidelines as deemed necessary to safely and effectively conduct such Activities. Volunteers must be twelve (12) years of age or older. Ultra hazardous activity such as using power tools, large-scale demolition and excavation, or working on rooftops is not permitted by anyone under the age of 18.

2. MEDICAL TREATMENT: Volunteer and Guardian do hereby release and forever discharge MPL form any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer’s Activities with MPL or with the decision by any representative or agent of MPL to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a minor child.

3. ASSUMPTION OF THE RISK: The Volunteer and the Guardian understand that the Activities may include work that may be hazardous to the Volunteer including, but not limited to, construction, loading and unloading, transportation to and from work sites and relative destinations.

Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in the Activities and release MPL from all liability for injury, illness, death or property damage resulting from Activities.

4. INSURANCE: The Volunteer and Guardian understand that except as otherwise agreed to by MPL in writing, MPL does not carry or maintain health, medical or disability insurance coverage for any Volunteer.

Each volunteer is expected and encouraged to obtain his or her own medical and health insurance coverage.

5. PHOTOGRAPHIC RELEASE: Volunteer and Guardian do hereby grant and convey unto MPL all right, title and interest in any and all photographic images and video or audio recordings made by MPL during the Volunteer’s activities with MPL including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
6. OTHER: Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the Child Labor Laws of the State of Ohio, and that this release shall be governed by and interpreted in accordance with the laws of the State of Ohio. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this release which shall continue to be enforceable.

Volunteer and Guardian have executed this Release as of the day and year first written above:

Volunteer (Please Print Name) ________________________________________________

Volunteer Signature     ____________________________________________________

Parent/Guardian Signature__________________________________________________

Address _________________________________________________________________

Cell Phone ____________________ Work Phone _________________________________

Home Phone_____________________

Witness______________________________________________