



MENTOR PUBLIC LIBRARY
Release, Indemnification, and Waiver of Liability Form for Volunteers

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

This release, indemnification, and waiver of liability form (“Release”) is executed by the undersigned, a volunteer with Mentor Public Library (“MPL”). If the volunteer is a minor, this Release shall be executed by the parent or guardian on behalf of said minor volunteer.

The undersigned agrees and understands that all work, activities, and/or services (“Duties”) performed on behalf of MPL by the below-identified volunteer (“Volunteer”) will be rendered without compensation, remuneration, or any other benefits traditionally associated with employment. Volunteer understands that Duties may include physical labor and/or office work. Duties shall be assigned to Volunteer appropriately based on the specific abilities of Volunteer. Volunteer understands and agrees to perform all Duties as a volunteer in compliance with the rules, regulations, and policies of the MPL.

The undersigned does hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **RELEASE, INDEMNIFICATION, AND WAIVER:** The undersigned does hereby release and forever discharge, waive, hold harmless, and indemnify MPL, its board, employees, agents, contractors, and/or volunteers, and its successors and assigns, from any and all liability, claims, and damages of whatever kinds or nature, either in law or in equity, which arise or may hereafter arise from the performance of Volunteer Duties with MPL.

The undersigned understands that this release discharges MPL from any liability or claim that the Volunteer, and/or Volunteer’s next of kin or heirs, may have against MPL with respect to any injury, illness, death, or damage to person or property that may result from the performance of Volunteer’s Duties with MPL, whether caused by negligence of MPL, its board, employees, agents, contractors, and/or volunteers, or otherwise. The undersigned also understands 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 Duties be age-appropriate and limitations be placed on participation under such guidelines as deemed necessary to safely and effectively conduct such Duties. Volunteers must be twelve (12) years of

age or older. Ultra-hazardous activities 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:** The undersigned, on behalf of him/herself and all next of kin and heirs, does hereby release and forever discharge MPL, its board, employees, agents, contractors, and/or volunteers from 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 Duties with MPL.
3. **ASSUMPTION OF THE RISK:** The undersigned understands that the Duties may include work that may be hazardous to the Volunteer. The undersigned hereby expressly and specifically assumes the risk of injury or harm in the performance of Duties.
4. **INSURANCE:** The undersigned understands 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:** The undersigned does hereby give MPL consent to record, videotape, photograph, or otherwise capture the name, voice, signature, photograph, image, likeness, and/or distinctive appearance ("Persona") of Volunteer, which may be used by MPL in its sole discretion for marketing, advertising, publicity, or other purposes. The undersigned understands that no compensation will be provided for the use of Volunteer's Persona, and that Volunteer may not be informed in advance of the use of Volunteer's Persona. The undersigned releases and holds harmless MPL, its board, employees, agents, contractors, and/or volunteers from any liability for injury or damage, of any kind whatsoever, which arises from the use of Volunteer's Persona by MPL. The understand understands that this release shall have no expiration.

Complete this portion ONLY if you DO NOT give MPL permission to videotape, photograph, or otherwise record you:

I DO NOT give permission to MPL to record, videotape, photograph, or otherwise capture my Persona in any manner whatsoever.

Signature

Date

Printed Name

6. OTHER: The undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the 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. The undersigned agrees that in the event that any clause or provision of this Release is 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. Any dispute arising out of this Release shall be filed in a court of competent jurisdiction in Lake County, Ohio.

In signing this Release, I acknowledge and represent that I have read the foregoing document carefully and completely, understand it, and sign it voluntarily as my own free act and deed. No oral representations, statements, or inducements, apart from the foregoing, have been made and I execute this document fully intending to be bound by the same.

The undersigned has executed this Release as of the date indicated below:

Volunteer – Printed Name

Volunteer Signature

Date

If volunteer is a minor child:

Parent/Guardian – Printed Name

Parent/Guardian Signature for Minor Volunteer

Date

To be completed for all volunteers:

Address: _____

Cell Phone: _____

Alternate Phone: _____