



## VOLUNTEER RELEASE AND WAIVER OF LIABILITY FOR ADULTS (AGE 18 AND ABOVE)

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

Volunteer's Name: \_\_\_\_\_ DOB \_\_\_\_\_ (mo/day/year)

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

Zip \_\_\_\_\_

Phone Numbers: (h) \_\_\_\_\_ (w) \_\_\_\_\_ (c) \_\_\_\_\_

By supplying an email address you will be included in periodic email blasts about volunteer needs and upcoming Bayshore events. If at any time you wish to unsubscribe from these communications, please follow the unsubscribe information contained in the emails. We will not share, sell or "loan" our email lists to anyone outside the Bayshore Owners Association.

Email Address (print legibly): \_\_\_\_\_

**THIS RELEASE AND WAIVER OF LIABILITY** (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the "Volunteer") in favor of The Bayshore Owners Association, a nonprofit organization, their directors, officers, employees, and agents (collectively, "Bayshore").

The Volunteer desires to work as a volunteer for Bayshore and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include gardening, grounds maintenance, facility maintenance, greenbelt maintenance, cleaning, various construction projects, working in the Bayshore office, event set-up, food preparation and cooking, event monitoring, event clean-up, and other sponsored activities that may include using chemicals, motorized equipment and machinery, kitchen equipment, office equipment, and consuming food. The Volunteer understands that there are hazards and risks to person and personal property in maintaining the grounds, greenbelt and the facility, gardening, assisting with construction, working before, during and after events, in the Bayshore office, in the kitchen, using chemicals, operating equipment and machinery, working in the office, and consuming food, and that the hazards may occur from the actions of other volunteers, or actions of Bayshore, its directors, officers, employees, and agents.

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

**Release and Waiver:** Volunteer does hereby release and forever discharge and hold harmless Bayshore and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Bayshore.

### **Volunteer Release and Waiver of Liability for Adults (Age 18 and above)**

Volunteer understands that this Release discharges Bayshore from any liability or claim that the Volunteer may have against Bayshore with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Bayshore, whether caused by the negligence of Bayshore or its officers, directors, employees, or agents or otherwise. Volunteer also understands that Bayshore 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, in the event of injury or illness.

**VOLUNTEER RELEASE AND WAIVER OF LIABILITY FOR ADULTS AGE 18 AND ABOVE (continued)**

**Medical Treatment:** Volunteer does hereby release and forever discharge Bayshore 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 Activities with Bayshore.

**Assumption of the Risk:** The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, gardening, grounds maintenance, facility maintenance, greenbelt maintenance, cleaning, various construction projects, working in the Bayshore office, event set-up, food preparation and cooking, event monitoring, event clean-up, and other sponsored activities that may include using chemicals, motorized equipment and machinery, kitchen equipment, office equipment, consuming food, loading and unloading, and transportation to and from the work sites.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Bayshore from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance:** The Volunteer understands that, except as otherwise agreed to by Bayshore in writing, Bayshore does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

**Photographic Release:** Volunteer does hereby grant and convey unto Bayshore all right, title, and interest in any and all photographic images and video or audio recordings made by Bayshore during the Volunteer's Activities with Bayshore, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Alaska, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Alaska. 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.

The Volunteer intends this Release to be in effect each and every time Volunteer participates in Activities, without signing a new Release.

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

Volunteer's Signature: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_

**Volunteer Release and Waiver of Liability for Adults (Age 18 and above PLEASE PRINT LEGIBLY)**

In case of emergency, please contact:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

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

Phone: (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

*Bayshore neighbors, thanks to the Bayshore Owners Association, its directors, staff and you, enjoy a beautiful and friendly neighborhood, a clubhouse, greenbelts, trails and Central Park. Thank you for helping the Bayshore Owners Association improve the quality of life in our neighborhood.*

**For Office Use Only**

Approved \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ By \_\_\_\_\_