

Volunteer Release and Waiver of Liability

The parties to this Release and Waiver of Liability (the "Release") are _____, of _____, Massachusetts (the "Volunteer"), and the Town of Rochester, Massachusetts, acting by and through the Joseph H. Plumb Memorial Library Board of Trustees, 17 Constitution Way, P.O. Box 69, Rochester, MA 02770 (together, the "Town").

WHEREAS, the Town may accept volunteer services from individuals;

WHEREAS, the Volunteer has voluntarily offered to provide services for the benefit of the Town (the "Services");

WHEREAS, the Volunteer understands that the scope of his/her relationship with the Town is limited to a volunteer position and that no compensation is expected in return for the Services provided by the Volunteer;

WHEREAS, the Town will not provide any benefits traditionally associated with employment to the Volunteer;

WHEREAS, the Volunteer is not required to undertake the Services.

NOW THEREFORE, the Town and the Volunteer agree and covenant as follows:

1. Assumption of Risk. The Volunteer expressly understands and agrees that the above Services may present risks to her/himself, both serious and minor. The Volunteer is responsible for researching and evaluating the risks that may be faced with and is responsible for his/her actions.

The Volunteer further recognizes, understands and agrees that the Town assumes no responsibility for any liability, damage, or injury that may be caused by any individual's negligence or willful acts committed prior to, concurrent to, or after providing the Services, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of any volunteer, patrons, or third party or Town agents or employees or caused by any other person.

2. Indemnification and Hold Harmless. The Volunteer specifically understands that he/she is responsible, agrees to indemnify, defend, and hold harmless the Town, its officers, agents, volunteers, and employees from any action, claim, or demand from her/himself on the Town's property as a result of the Services or other incident, or which their heirs, or legal representatives have or may have for any and all personal injuries the Volunteer, participants, patrons, or any individual associated with the Volunteer (including third parties) may suffer or sustain, regardless of cause or fault including reasonable attorneys' fees and/or any other associated costs, caused by any act or omission whatsoever.

3. Release of Claims. In consideration of being allowed to undertake the Services, the Volunteer, her/his heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby forever release and discharge the Town, its officers, trustees, employees,

and representatives (hereafter “Released Parties”) from any and all claims, actions, or causes of action which may arise from any cause whatsoever, including but not limited to any negligent act or omission by the Released Parties. The Volunteer further releases and discharges the Released Parties from liability for any accident, illness, injury, loss or damage to personal property, or any other consequences arising or resulting directly or indirectly from the Services provided. The Volunteer acknowledges and agrees that the Released Parties assume no responsibility for any liability, damage, or injury that may be caused by her/himself, participants, patrons and/or third parties negligent or intentional acts or omissions committed prior to, during, or after providing the Services, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any other participant in the Services, or caused by any other person.

4. Termination of Services. The Volunteer understands and agrees to abide by all policies, rules, and regulations of The Town. The Volunteer understands that, in their sole discretion, the Town or its representative may terminate the Services provided by the Volunteer at any time, for any reason, or for no reasons at all.

5. Physical Condition and Insurance. The Volunteer attests that she/he is physically capable of providing the Services, has no known health restrictions that might jeopardize his/her safety or health or the safety or health of others while providing the Services, and has medical insurance.

6. CORI Request. It is understood and agreed that the nature of the volunteer work may result in the Volunteer being in contact with members of the public and with children. As such, the Volunteer agrees to sign a CORI Request Form.

7. Severability. It is understood and agreed that, if any provision of this release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this release which can be given effect without the invalid provisions or applications. To this end, the provisions of this release are declared severable.

8. Governing Law and Venue. This release shall be construed in accordance with, and governed by, the laws of the Commonwealth of Massachusetts. The venue for any action arising out of this Agreement shall be Bristol County, Commonwealth of Massachusetts.

9. Construction and Scope of Agreement. The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

10. Affirmation and Understanding. The Volunteer further affirms that she/he has read this Consent and Release Form and that she/he understands the contents of this Form. The Volunteer further understands that her/his providing the Services is voluntary and that she/he is free to choose not to participate in said Services. By signing this Form, the Volunteer affirms that she/he has decided to participate in the Services with full knowledge that the Town will not be

liable to anyone for personal injuries or property damage which he/she may suffer while voluntarily providing the Services.

The signatory below acknowledges that she/he has read this release and that she/he understands its meaning and effect and has the authority to bind the Volunteer to its terms.

Volunteer Signature: _____

Print Name: _____

Date: _____

Parent/Legal Guardian Signature: _____

Print Name: _____

Date: _____

Witness: _____

Print Name: _____

Date: _____

If Volunteer is under the age of 18, a parent or guardian must fill in their child's name above.