

PLEASE READ CAREFULLY!
THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS!

MotorCities National Heritage Area

**VOLUNTEER'S RELEASE
AND WAIVER OF LIABILITY**

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") executed on this _____ day of _____, 2015, by _____
[PLEASE PRINT VOLUNTEER NAME], in favor of MotorCities National Heritage Area, a Michigan non-profit corporation and its directors, officers, employees and agents. The Volunteer desires to participate with MotorCities National Heritage Area and the activities related to being a volunteer. The Volunteer understands that the activities may include, but are not limited to, Set-up / Taking Down large objects, communicating with the general public, general clean-up, maintenance, standing up for long periods of time, and office work.

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

1. Waiver and Release. Volunteer hereby releases and forever discharges and holds harmless MotorCities National Heritage Area 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 participation. Volunteer understands that this Release discharges MotorCities National Heritage Area from any liability or claim that the Volunteer may have against MotorCities National Heritage Area with respect to any bodily injury, personal injury, illness, death or property damages that may result from Volunteer's participation, whether caused by the negligence of MotorCities National Heritage Area or its officers, directors, employees, volunteers or agents or otherwise. Volunteer also understands that MotorCities National Heritage Area does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to, transportation, medical, health or disability insurance except as MotorCities National Heritage Area has disclosed in writing.

2. Medical Treatment. Volunteer hereby releases and forever discharges MotorCities National Heritage Area 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 MotorCities National Heritage Area.

3. Assumption of the Risk. There are hazards on every work site. These include natural hazards (land, weather, etc.) and man-made hazards (concrete, steel, etc.). Some are obvious and some are hidden. The Volunteer understands that the MotorCities National Heritage Area work project may include activities that may be hazardous to the Volunteer and that any food and medical facilities that may be donated to MotorCities National Heritage Area are beyond the control of MotorCities National Heritage Area. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases MotorCities National Heritage Area from all liability for injury, illness, death or property damage resulting from the activities of the Volunteer's participation.

4. Insurance. MotorCities National Heritage Area does not carry or maintain, and expressly disclaims responsibility for providing any health, medical or disability insurance coverage for the Volunteer. Volunteers are not to be deemed employees or agents of MotorCities National Heritage Area and MotorCities National Heritage Area shall not be responsible for the purchase of worker's compensation insurance for volunteers. **EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE COVERAGE IN EFFECT.**

5. Photographic Release. Volunteer does hereby grant and convey unto MotorCities National Heritage Area all right, title and interest in any and all photographic images and video or audio recordings made by MotorCities National Heritage Area, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and that this Release shall be governed by and interpreted in accordance with the law of the State of Michigan. 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 remaining clauses and provisions of this Release shall continue to be enforceable.

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

VOLUNTEER:

WITNESS:

Signature

Signature

Address

City, State, Zip Code

Phone: (H) _____

(W) _____