



# WAIVER AND INDEMNITY AGREEMENT FOR VOLUNTEER SERVICE

\_\_\_\_\_ (“Volunteer”) is providing voluntary services to \_\_\_\_\_ pursuant to his/her Volunteer Service Application No. \_\_\_\_\_, dated \_\_\_\_\_. In consideration of permitting Volunteer to serve, the Volunteer agrees to indemnify, hold harmless and defend \_\_\_\_\_ and its officers, officials, employees, agents and other volunteers from and against any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by \_\_\_\_\_ or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the intentional act or willful misconduct of Volunteer related to his/her voluntary service to the \_\_\_\_\_.

The Volunteer agrees that \_\_\_\_\_ and its officers, officials, employees, agents and other volunteers will not be liable for any loss or damage to Volunteer’s owned, rented, leased, or loaned property or property in his/her care, custody and control. Further, Volunteer waives his/her right of recovery against \_\_\_\_\_, its officers, officials, employees, agents and other volunteers for loss or damage to his/her owned, rented, leased, or loaned property or property in his/her care, custody and control.

The Volunteer, for him/herself, his/her heirs, executors, administrators or assigns agrees and understands that he/she has been designated a “Volunteer” in accordance with \_\_\_\_\_ and is deemed to be an employee of \_\_\_\_\_ solely for the purpose of Workers’ Compensation coverage, and agrees and understands that his/her sole and exclusive remedy for personal injury or death while performing services as a volunteer shall be a claim for Workers’ Compensation benefits in accordance with the laws of the State of \_\_\_\_\_. Further the Volunteer, for him/herself, his/her heirs, executors, administrators or assigns waives and relinquishes any interest or right to claim any interest in any other \_\_\_\_\_ employment benefits offered employees of \_\_\_\_\_ by reason of any common law employee rights theory or similar employment entitlements of any kind.

The Volunteer agrees that the contents of this document shall be binding upon his/her heirs, executors, administrators and assigns.

The Volunteer acknowledges that he/she (i) has read and fully understands the content of this Waiver and Indemnity Agreement; (ii) has been fully and completely advised of the potential dangers incidental to providing the voluntary service to \_\_\_\_\_; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; and (iv) is fully aware of the legal consequences of signing this document.

\_\_\_\_\_  
Signature of Volunteer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Volunteer’s Parent or Legal Guardian (if minor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date