

RELEASE AND WAIVER OF LIABILITY FOR VOLUNTEERS

April 2017

I want to volunteer my services to NOACA. I certify that:

I am in good mental and physical condition and I understand the inherent risks associated with acting as a volunteer including the risk of physical injury or death. I understand that these risks may include, but are not limited to, being struck by a motor vehicle or bicycle, drowning, slips and falls, physical activity and exertion, assault and battery from the public, heat exhaustion, exposure to cold or extreme weather, and cuts and punctures from sharp objects, and includes risks in travel to and from the worksite. I further understand that I risk aggravating any preexisting physical condition I may have in the performance of these services.

I acknowledge and understand that use of protective and safety gear is recommended for some activities, and I commit to following all NOACA instructions regarding the use of any such gear. I realize that protective and safety gear is designed to reduce the risk of injury, but will not prevent all injuries. I understand that there is no guarantee for my safety.

If engaged in office work, I commit to following NOACA instructions regarding my activities and the use of any equipment or supplies.

I understand that while my volunteer services will be at the direction of NOACA, its officers and employees, I am nevertheless not an employee of NOACA within the meaning of the Ohio Workers' Compensation laws at the time of my performance of these volunteer services. I further understand that I am a volunteer and that no employee/employer or master/servant relationship is created between me and NOACA. There is no promise of paid employment or future paid employment. There is no employment contract or other contract of hire between me and NOACA.

In consideration of NOACA allowing me to participate as a volunteer, I agree not to sue and forever release, waive and discharge NOACA and its respective employees, agents, representatives, officers, directors, and any associated or sponsoring agencies and entities (hereinafter referred collectively as "Releasees") from any and all liability to me or my personal representatives, assigns, heirs, children, dependents, spouse and relatives for any and all claims, causes of action, losses, judgments, liens, costs, demands or damages that are caused by or arise from any injury (including death) to me or my property regardless of the cause(s) of such injury.

I assume all risks associated with my participation as a volunteer. I understand that the performance of these volunteer services may be hazardous, and I specifically waive any liability for injuries that may result from the negligence or carelessness of fellow volunteers, NOACA officers and employees, and the public.

As further consideration for my being allowed to participate as a volunteer, the undersigned agrees, jointly and severally, to defend, indemnify, and hold harmless the Releasees from and against any and all liabilities, claims, liens, actions, causes of action, costs or expenses of any nature whatsoever (including, without limitation, interest, penalties, reasonable attorneys' fees and disbursements) arising from any damage, loss, or injury (including death) to the releasing parties while participating as a volunteer regardless of the cause or causes of such damage, loss, or injury (including death). I understand that NOACA shall not be responsible for loss or theft of personal property, or damage to personal property caused by other volunteers or the public.

I understand that my participation as a volunteer in this activity is purely and solely voluntary and that I am not an employee or representative of NOACA.

I hereby acknowledge that I have carefully read the Release and Waiver of Liability for Volunteers form, that I fully understand its contents, that I am over the age of 18, and that I am digitally signing this Release and Waiver of Liability for Volunteers voluntarily and intend for it to be legally binding (sign after selecting location).