

MARVIN MEMORIAL LIBRARY  
Release, Indemnification, and Waiver of Liability Form for Volunteers

PLEASE READ CAREFULLY AS THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS

This release, indemnification, and waiver of liability form ("Release") is executed by the undersigned, a volunteer with Marvin Memorial Library ("MML"). If the volunteer is a minor, this Release shall be executed by the parent or guardian on behalf of said minor volunteer.

The undersigned agrees and understands that all work, activities, and/or services ("Duties") performed on behalf of MML by the below-identified volunteer ("Volunteer") will be rendered without compensation, remuneration, or any other benefits traditionally associated with employment. Volunteer understands that Duties may include physical labor and/or office work. Duties shall be assigned to Volunteer appropriately based on the specific abilities of Volunteer. Volunteer understands and agrees to perform all Duties as a volunteer in compliance with the rules, regulations, and policies of MML.

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

- 1). **RELEASE, INDEMNIFICATION, AND WAIVER:** The undersigned does hereby release and forever discharge, waive, hold harmless, and indemnify MML, its board, employees, agents, contractors, and/or volunteers, and its successors and assigns, from any and all liability, claims, and damages of whatever kinds or nature, either in law or in equity, which arise or may hereafter arise from the performance of Volunteer Duties with MML.

The undersigned understands that this release discharges MML from any liability or claim that the Volunteer, and/or Volunteer's next of kin or heirs, may have against MML with respect to any injury, illness, death, or damage to person or property that may result from the performance of Volunteer's Duties with MML, whether caused by negligence of MML, its board, employees, agents, contractors, and/or volunteers, or otherwise.

It is the practice of MML that Duties be age-appropriate and limitations be placed on participation under such guidelines as deemed necessary to safely and effectively conduct such Duties. Volunteers must be fourteen (14) years of age or older. Ultra-hazardous activities such as using power tools, large-scale demolition and excavation, or working on rooftops is not permitted by anyone under the age of 18.

- 2). **MEDICAL TREATMENT:** The undersigned, on behalf of him/herself and all next of kin and heirs, does hereby release and forever discharge MML, its board, employees, agents, contractors, and/or volunteers from any claim whatsoever

which arises or may hereafter arise on account of any first aid, treatment, or service rendered to the Volunteer in connection with the Volunteer's Duties with MML.

- 3). ASSUMPTION OF THE RISK: The undersigned understands that the Duties may include work that may be hazardous to the Volunteer. The undersigned hereby expressly and specifically assumes the risk of injury or harm in the performance of Duties.
- 4). INSURANCE: The undersigned understands that except as otherwise agreed to by MML in writing, MML does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each volunteer is expected and encouraged to obtain his or her own medical and health insurance coverage.
- 5). OTHER: The undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. The undersigned agrees that in the event that any clause or provision of this Release is 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.

Any dispute arising out of this Release shall be filed in a court of competent jurisdiction in Richland County, Ohio.

In signed this Release, I acknowledge and represent that I have read the foregoing document carefully and complete, understand it, and sign it voluntarily as my own free act and deed. No oral representations, statements, or inducements, apart from the foregoing, have been made and I execute this document fully intending to be bound by the same.

The undersigned has executed this Release as of the date indicated below:

\_\_\_\_\_  
Volunteer – Printed Name

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

\_\_\_\_\_  
Date

If volunteer is a minor child:

\_\_\_\_\_  
Parent/Guardian – Printed Name

\_\_\_\_\_  
Parent/Guardian Signature for Minor Volunteer

\_\_\_\_\_  
Date

To be completed for all volunteers:

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

Cell Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_