



Klehm Arboretum & Botanic Arboretum Volunteer Waiver Form

**PLEASE READ CAREFULLY.
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.**

RELEASE AND WAIVER OF LIABILITY

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") is given on this ____ day of _____, _____ by _____ ("Volunteer") in favor of Klehm Arboretum & Botanic Garden, Inc. and its directors, officers, employees, and agents, and the heirs, executors, personal representatives, successors and assigns of each of them ("Klehm Arboretum Parties").

Volunteer desires to work as a volunteer for Klehm Arboretum in Rockford, IL ("Project") and to engage in the other activities related to being a volunteer. Volunteer understands that these activities may include gardening and maintenance.

Volunteer does hereby freely, voluntarily, and without duress, give this Release under the following terms:

1. Waiver and Release. Volunteer does hereby release and forever discharge and hold harmless each of the Klehm Arboretum Parties 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 activities with respect to the Project and does covenant not to sue any of the Klehm Arboretum Parties with respect to such matters.

Without limiting the generality of the foregoing, Volunteer understands and agrees that this Release discharges each of the Klehm Arboretum Parties from any liability or claim that Volunteer may have against any of them with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's activities with respect to the Project, whether caused by the negligence of a Klehm Arboretum Party or otherwise. Volunteer also understands and agrees that Klehm Arboretum does not assume any responsibility for or obligation to provide financial assistance or any other assistance in the event of injury or illness.

2. Medical Treatment. Volunteer does hereby release and forever discharge the Klehm Arboretum Parties from any claim whatsoever which arises on account of any first aid, treatment or service rendered in connection with the Volunteer's work on the Project.

3. Assumption of the Risk. Volunteer understands that the work on the Project may include activities that may be hazardous to the Volunteer, including, but not limited to, gardening, maintenance, use of tools and equipment, and transportation to and from work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities, whether caused by the negligence of a Klehm Arboretum Party or otherwise.

4. Insurance. Volunteer understands that Klehm Arboretum does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **Each Volunteer is strongly encouraged to have adequate medical or health insurance coverage in effect.**

5. Media/Photographic Release. Volunteer does hereby grant and convey unto Klehm Arboretum all rights, title, and interest in any and all photographic images and video or audio recordings made by Klehm Arboretum during the Volunteer's activities with respect to the Project, 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, but only as, broad and inclusive as permitted by the laws of Illinois. 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 invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, all of which shall continue to be enforceable.

Volunteer Signature: _____

Volunteer Name (print): _____

Phone: _____

PARENTAL PERMISSION

In consideration of the opportunity afforded my (our) child to assist on a voluntary basis in the Project, and other good and valuable consideration the receipt of which is hereby acknowledged, in light of the aims and purposes of the community service provided by Klehm Arboretum, in organizing the Project, I (we) give my (our) permission for my (our) child to participate in the Project, and I (we), on behalf of my (our) child and myself (ourselves) agree to the terms and conditions set forth in this Release such that all recitals, acknowledgements, understandings, releases, waivers, discharges, assumptions of risk, covenants, grants, conveyances, and other agreements of Volunteer so set forth shall be binding upon me (us) and my (our) child with respect to the participation of my (our) child in the Project. Without limiting the generality of the foregoing, I (we), on behalf of my (our) child and myself (ourselves), do hereby release and forever discharge, hold harmless, and indemnify each of the Klehm Arboretum Parties 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 my (our) child's activities as a volunteer with respect to the Project.

Signed this ____ day of _____, _____.

Parent Signature: _____

Parent Name (print): _____

Address: _____

Parent Signature: _____

Parent Name (print): _____

Address: _____
