

Whidbey Camano Land Trust Volunteer Work Party Liability Release, Waiver and Indemnification Agreement

PLEASE READ THIS DOCUMENT CAREFULLY

Description of Volunteer Work Party Land Stewardship Activities: This/these work party/parties may include light to heavy, physically demanding maintenance, restoration and other land stewardship activities, including, for example, mowing, weed whacking and pulling, tree/shrub trimming and branch lopping, trail building and maintenance, shoveling dirt, gravel and wood chips, picking up and hauling trash, fence building and maintenance, and using hand tools such as shovels, hoes, hammers and loppers. These activities will typically be on uneven and possibly steep terrain and may include bending, kneeling, lifting and repetitive motion. Potential hazards include, for example, tripping and falling, exposure to sharp and/or poisonous plants, injury from use of tools, insect stings and falling branches. There may also be unexpected natural or other hazards or conditions.

In consideration of my participation as a volunteer member of a work party of the Whidbey Camano Land Trust ("Land Trust") performing land stewardship activities, I agree as follows:

1. I will follow the instructions of the crew leader. I agree to use all required safety equipment, including hard hats, gloves and safety glasses when applicable.
2. I understand the proper operation of the equipment I am to use. I agree to ask the crew leader for instruction if I am unfamiliar with the correct manner of conducting the task(s) being performed.
3. I do not have a serious underlying health condition, such as diabetes, chronic lung disease, serious heart conditions, or being immunocompromised, that puts me at high risk with respect to COVID-19. I do not presently have any symptoms consistent with COVID-19, such as a fever, cough, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of smell or taste. To the best of my knowledge, neither I nor any person with whom I presently share a residence has within the past 14 days been in intimate contact with any person with COVID-19 or who has had symptoms consistent with COVID-19. I agree to abide by all health and safety requirements currently in effect regarding COVID-19, including proper social distancing, face-covering and hygiene requirements.
4. I understand that my participation in this work may involve sustained strenuous physical activity. I am in good health and I am aware of no physical problem or condition that will limit or interfere with my ability to participate as a member of the work party under either predicted or emergency conditions. I also understand that medical attention may not be readily available. I agree to promptly notify the crew leader of any allergies that I have and the location and manner of use of any medical device or medicine that I carry for emergencies, such as an EpiPen or rescue inhaler.
5. I understand that land stewardship activities may involve hazardous activities or situations, expose me to difficult or dangerous conditions, and that I may encounter unanticipated natural hazards, potentially causing injury, such as paralysis, death, dismemberment or physical trauma. I agree that I am participating in this/these work party/parties at my own risk and acknowledge that the Land Trust has made no warranty or representation, express or implied, regarding the safety of conducting this work for the Land Trust, and I assume all associated liabilities.

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6. Unless I opt out by signing as provided below, I grant the Land Trust permission to take photographs and video recordings of me and to display, publish or otherwise use any photographs, video recording, or any other media associated with the land stewardship activities described above, including any media that contains my image or likeness, for the Land Trust's purposes. I also consent to the use of my name in connection with such images.
7. I understand that I do not have to engage in any task described above that I do not feel comfortable performing. I also understand that it is my responsibility to inform the crew leader if I feel uncomfortable performing a particular task and if I do not feel physically fit or healthy enough to participate in any of the activities described above.
8. I acknowledge that I have thoroughly read and understand this Agreement and that the representations I have made in it are all true as of the date of my signature below, and that I am at least 18 years of age or, if I am not 18 years of age, the signature and consent of my parent or legal guardian is provided below. I agree that, during the term of this Agreement (see Paragraph 9 below), I will promptly notify the Land Trust if any of my representations made in this Agreement become inaccurate.
9. This Agreement shall be in effect for one (1) year from the date of the volunteer's signature, provided, however, that Paragraph 10 below and the provisions thereof shall survive indefinitely the lapse or other termination of this Agreement.
10. ON BEHALF OF MYSELF, MY MARITAL COMMUNITY, HEIRS, SUCCESSORS AND ASSIGNS, I HEREBY FOREVER ACCEPT ALL RISKS OF PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE, AND AGREE TO RELEASE, WAIVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LAND TRUST, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ALL CLAIMS, ACTIONS OR CAUSES OF ACTION, LOSSES, DAMAGES, EXPENSES, LIABILITIES, AND COSTS, INCLUDING ATTORNEYS' FEES, ARISING FROM OR IN ANY WAY RELATED TO MY SERVICE AS A WORK PARTY VOLUNTEER FOR THE LAND TRUST.

Volunteer's Signature: _____ Date: _____

Volunteer's Printed Name: _____

Email: _____

Best phone number: _____

Emergency Contact (name & phone number): _____

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PARENTAL CONSENT FOR PARTICIPATION BY MINORS

I am the parent or legal guardian of _____, who has my permission to participate in the volunteer land stewardship activities described above. I make all of the representations and agree to all of the terms specified above with respect to my child's or ward's participation in these activities.

Parent/Guardian's Signature: _____ Date: _____

Printed Name: _____

Opt-out for Consent Regarding Images (Paragraph 6)

Signature: _____