

This is a legal document. Please read before signing.



RELEASE OF LIABILITY



Volunteer Name/Address: _____

Volunteer Email/Phone: _____

State Park Name: _____

Park Contact Person: _____

Volunteer Activity(ies): _____

Date(s) of Volunteer Activity(ies): _____

Emergency Contact Names/Numbers: _____

I, the above-named volunteer ("I", "me", or "my"), in consideration for permission to act as a volunteer for the Tennessee Department of Environment and Conservation ("TDEC"), covenant with the State of Tennessee (the "State"), its employees, agents, partners, and co-sponsors (collectively "Releasees"), on the following terms:

VOLUNTEER RELATIONSHIP

I understand that I am not a contractor, employee, or agent of the State. I am providing assistance to TDEC as a volunteer to work on the above referenced Volunteer Activity(ies). I understand that I am not entitled to receive any salary or employee benefits such as insurance, workers' compensation, or paid leave. I understand that the Volunteer Activity(ies) will be coordinated through the above referenced Park Contact Person, including but not limited to planning, development, and management of projects.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

I understand and acknowledge that I am going to voluntarily engage in the Volunteer Activity(ies). The Volunteer Activity(ies) involves certain known and unanticipated risks that could result in physical or mental injury, death, illness, disease, or property damage to me or to other third parties. These risks may include the use of tools or equipment, including but not limited to rakes, saws, chainsaws, pole drivers, shovels, mowers, herbicide sprayers, firearms, swords, bayonets, and cannons. These risks apply equally regardless of whether I use my own personal tools or equipment or those of the Releasees. Injuries may result from accident, malfunction, misuse, or mishandling of tools or equipment. The Volunteer Activity(ies) may take place in varied settings including high bluffs, steep hills, ridges, logging roads, ditches, and along streams and rivers. Slips or falls may result in severe injury or drowning. Exposure to natural elements can be uncomfortable or harmful. Temperature and weather extremes may result in sunburn, dehydration, heat exhaustion, heat stroke, hyperthermia, frostbite, or hypothermia. Poisonous or dangerous plants, insects, or animals may cause injury or allergic reactions. Accidents may occur during travel in vehicles to and from the Volunteer Activity(ies) sites, including but not limited to all-terrain vehicles. Some of these risks apply even if the Volunteer Activity(ies) takes place primarily in an indoor office setting. **I understand and expressly acknowledge that these risks may result in claims against Releasees or personal claims against me by third parties.**

I understand and acknowledge that the above list is not complete and that other risks may also result in injury, death, illness, disease, or damage to property or to me or third parties. I expressly accept all of the risks involved with the Volunteer Activity(ies). My participation in the Volunteer Activity(ies) is purely voluntary, and I elect to participate in spite of the risks. I agree to adhere to all safety instructions and recommendations given by park staff.

Nothing in this section shall be construed to be an implied grant of authority to use any items that are otherwise prohibited during the Volunteer Activity(ies).

RELEASE

For myself and on behalf of my heirs, assigns, personal representative(s), and estate, I hereby voluntarily release and forever discharge Releasees from any and all liability, claims, demands, actions, or rights of action which are related to, arise out of, or are in any way connected with my participation in the Volunteer Activity(ies), including specifically but not limited to the negligent acts or omissions of Releasees, for any and all injury, death, illness or disease, and/or damage to myself or my property.

I further agree, on behalf of myself, my heirs, assigns, personal representative(s), and estate, to hold harmless and indemnify Releasees for any such injury, death, illness, disease, property damage, or expenses, including attorney's fees, arising from or connected with my participation in the Volunteer Activity(ies).

I further, on behalf of myself, my heirs, assigns, personal representative(s), and estate, agree not to sue, assert, or otherwise maintain or assert any claim against Releasees for any injury, death, illness, disease, or damage to me or my property arising from or connected with my participation in the Volunteer Activity(ies) unless caused by Releasees' gross negligence.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF I AM HURT OR MY PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THE VOLUNTEER ACTIVITY(IES), I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST RELEASEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

I understand that this is the entire Agreement between me and Releasees and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of Releasees, or by me.

PHOTOGRAPHIC RELEASE

I hereby grant TDEC, its affiliates and partners, permission to capture and use my likeness or image in photograph(s) in any of its publications, whether in print, electronic, or video format, and whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against TDEC for the use of my likeness.

MEDICAL TREATMENT

I hereby give my consent for Releasees to obtain and/or provide medical treatment for me, if necessary. I accept financial responsibility for the costs related to this medical treatment. I also hereby release and forever discharge Releasees from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or other medical services rendered to me in connection with an emergency during the Volunteer Activity(ies).

PARENT/GUARDIAN'S SIGNATURE FOR MINOR

If I am signing this release on behalf of my minor child, I agree that every reference to I, me, or my in this release shall include my child, as well as me, the parent/guardian of said child. I further agree that, to the fullest extent allowed by law, my child shall be subject to the terms of this release as if they had signed it themselves.

OTHER

I expressly agree that this release is intended to be as broad and inclusive as permitted by, and be governed by and interpreted in accordance with, the laws of the state of Tennessee. I agree that if any clause or provision of this release is deemed invalid, the enforceability of the remaining provisions of this release shall not be affected.

My signature below indicates:

- (1) I HAVE READ THE ENTIRE DOCUMENT; (2) I UNDERSTAND IT COMPLETELY; and
- (3) I VOLUNTARILY AGREE TO BE BOUND BY ITS TERMS.

Signature of volunteer/parent/guardian
in their individual or parental/guardian capacity

DATE: _____

Printed name of parent/guardian if signing on behalf of minor volunteer

Relationship to minor volunteer