

# Volunteer Information Form/ Release and Waiver of Liability



Please print all information.

Volunteer Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell/Other: \_\_\_\_\_

Email: \_\_\_\_\_

In case of emergency, please contact:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell/Other: \_\_\_\_\_

PLEASE READ CAREFULLY

I wish to work as a volunteer for Living History Farms Foundation, Inc., an Iowa nonprofit corporation ("LHF") and engage in the activities related to being a volunteer (the "Activities"). In consideration for the opportunity to work as a volunteer at LHF, I agree to the following:

I acknowledge, agree, and represent that I understand the nature of the Activities offered at LHF and that some of these Activities may, by their nature, be risky and, at times, dangerous. I understand that the offered Activities involve risks and dangers which could result in serious bodily injury, including permanent disability, paralysis, and death ("Risks"). I understand LHF has taken steps to mitigate these Risks, but such Risks simply cannot be eliminated. I understand that I am not required to participate in any activity and that if I am uncomfortable engaging in any activity, I can stop at any time. Volunteering at LHF is voluntary. I understand that as a volunteer at LHF, I may be asked to work with historical artifacts and living collections (i.e., animals). I represent that if I choose to participate in an Activity, I am qualified and in proper physical condition to participate in the Activities. I further agree that I will inspect the work site and, if at any time I believe conditions to be unsafe, I will immediately discontinue participation in the Activities and advise the LHF Volunteer Manager.

By signature below, I expressly accept and assume all of the Risks inherent in these Activities. My participation is purely voluntary and I elect to participate despite the Risks. I hereby voluntarily release, forever discharge, LHF, its officers, directors, employees, agents, members, and volunteers, and their respective successors and assigns, (collectively, the "Released Parties") from any and all claims, demands, or causes of action that are connected with my participation in these Activities, or use of equipment, tools, or facilities in these Activities. This release does not apply to claims arising from intentional conduct.

I understand I am not an employee, am not covered under LHF workers' compensation insurance, and I must have adequate personal insurance or resources to cover any injury or damage I may suffer or cause while participating in the Activities at LHF.

I further agree to indemnify and hold LHF harmless for any damage, including attorney's fees and costs, arising from my gross negligence, recklessness or criminal conduct.

**Volunteer tools and equipment.** I understand that I am not required to use personal property, equipment or tools, but I may elect to use or discontinue use of my personal items at any time (items for use at historic sites require pre-approval by LHF). I acknowledge that using personal property, equipment or tools during the volunteer Activities may result in damage to these items, or injuries. I also acknowledge LHF has an arrangement to use John Deere branded equipment exclusively unless the equipment is of a historic nature or John Deere does not make equipment reasonably suited for the purpose. I agree to abide by LHF's arrangement and bring only John Deere branded equipment onsite (with the exception of transport equipment such as a vehicle or trailer). If there are any questions as to the exclusivity agreement, I agree to immediately request clarity from the LHF President. By signature below, I assume full responsibility for the risks to personal property, equipment or tools used in Activities and releases LHF from all liability arising out of or resulting from its use. My personal property will be documented below and clearly labeled with my name when brought on site (attached additional sheets as necessary)\_\_\_\_\_

By signing this document, I agree that if I am hurt or my property is damaged during my participation in these Activities, I may be found by a court of law to have waived my right to maintain a lawsuit against the Released Parties. This release does not apply to claims arising from intentional conduct. I have read and understand this document and I agree to be bound upon my signature below.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Volunteer Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian Signature: \_\_\_\_\_ (if volunteer is under age 18)