**Ferry Beach Keeper**

Volunteer Release and Waiver of Liability Form

This Release and Waiver of Liability (the “Release) executed on (Date) \_\_\_\_\_\_\_\_\_\_\_\_ by (name of volunteer candidate) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Volunteer”) Releases Ferry Beach Park Association (here-after Ferry Beach) a non-profit corporation organized and existing under the laws of the State of Maine and each of its directors, officers, employees and agents. The Volunteer desires to provide volunteer services for Ferry Beach Park Association and engage in activities related to serving in our “Beach Keeper” volunteer program.

I understand that the scope of my relationship with Ferry Beach is limited to a volunteer position and that no compensation is expected in return for services provided by me. I understand that Ferry Beach will not provide any benefits traditionally associated with employment to me as a volunteer, nor “trade” any goods, services or room and board in exchange for my volunteer work. I also understand that I am responsible for my own insurance coverage in the event of personal injury or illness as a result of my volunteer services to Ferry Beach.

1. Waiver and Release: I, the volunteer, Release and forever discharge and hold harmless Ferry Beach and its successors and assigns 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 the services I provide to Ferry Beach. I understand and acknowledge that this Release discharges Ferry Beach from any liability or claim that I may have against Ferry Beach with respect to bodily injury, personal injury, illness, death, or property damage that my result from the services I provide to Ferry Beach or occurring while I am providing volunteer services.
2. Insurance: Further I understand that Ferry Beach does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of Ferry Beach beyond what may be offered freely by Ferry Beach in the event of such injury or medical expenses incurred by me.
3. Medical Treatment: I hereby Release and forever discharge Ferry Beach from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Ferry Beach.
4. Assumption of Risk: I understand that the services I provide to Ferry Beach may include activities that may be hazardous to me including, but not limited to: picking up brush, weeding, using power tools, moving mulch or soil, operating the golf cart, the ATV, shoveling snow or any other construction work involving inherently dangerous activities. As a volunteer I hereby expressly assume the risk of injury or harm from these activities and Release Ferry Beach from all liability for injury, illness, death or property damage resulting from the services I provide as a volunteer or occurring while I am providing volunteer services.
5. Photographic Release: I grant and convey to Ferry Beach all right, title and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by Ferry Beach in connection with my providing volunteer services to Ferry Beach.
6. Other: As a volunteer I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws in the State of Maine and that this Release shall be governed by and interpreted in accordance with the laws of the State of Maine. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter in to this Release and Waiver of Liability willingly and voluntarily.\*

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Signature of Volunteer 18 and over/Guardian Date

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Signature of Volunteer under 18 Date

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Representative of Ferry Beach Date

\*If Volunteer is under the age of 18, a parent or guardian must sign.