

KENT COUNTY PARKS DEPARTMENT
VOLUNTEER ACKNOWLEDGEMENT, RELEASE OF LIABILITY, AND INDEMNIFICATION

I state that I am 18 years of age or older, and that I wish to volunteer in and for the Kent County Parks Department (the "Parks"). In consideration for this opportunity, I agree to the following terms and conditions:

1. I desire to perform volunteer activities in a Kent County Park. I agree to follow all instructions and abide by all laws, rules, and regulations provided to me by Parks and understand that the Parks may terminate my participation as a volunteer at any time and for any reason.
2. I acknowledge that gardening, park clean up, special projects, invasive species control and other parks maintenance activities or volunteer services events may pose dangers to me or to other persons, and there is a possibility of injury to myself or damage to my property, or to others or their property. I know of no reason, medical or otherwise, that would prevent me from serving as a volunteer. I represent and warrant that I have an adequate medical insurance policy that will reasonably cover any expenses I might incur for injury during my participation as a volunteer.
3. I agree that my participation as a volunteer, including the use of any park or personal tools, supplies, equipment, carts or watercraft of any kind, shall be entirely at my own risk. I hereby indemnify and hold harmless Kent County Parks, its officials, officers, employees, agents and assigns, from and against all claims, judgments, losses, damages, demands, payments, recoveries, legal proceedings, orders and decrees of every nature and description, including attorney fees, of me or any other person, arising out of or resulting from my participation as a volunteer. I hereby expressly waive, for me, my heirs and assigns, the right to institute any action or suit at law or in equity against Kent County Parks, its officials, officers, employees, agents and assigns, and the right to institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury, either to person or property or both, resulting or to result, known or unknown, past, present, or future, arising out of my participation as a volunteer.
4. I understand that I will be provided with certain equipment for projects, events and/or maintenance. I also understand that volunteer projects may involve the use of hand saws, loppers, golf or work carts, non-motorized boats, rakes, shovels, paint, stain, and other tools and supplies and that the use of all tools and supplies is at my own risk. If requested I may provide my own tools; however, no power tools can be used by volunteers on Kent County Park property.
5. I understand that if I am using herbicides during a volunteer project, I agree to the following: The herbicide must be a non-restricted herbicide of a type that is sold over the counter and has been supplied by Kent County Parks. I agree that I have been trained or have experience in application of herbicides and that I will follow all label directions and warnings. I agree that I will follow all safety precautions including the correct clean up procedures, and will correctly store unused herbicide until returning it to Kent County Parks Department. I agree that I will only return the herbicide during Kent County Parks Department open hours and will not leave any herbicide or applicators outside the park's office and that I will return all equipment cleaned of herbicide. I agree that I am an unpaid volunteer for Kent County Parks and that any treatment projects have been approved by Kent County Parks. I agree that, as either the sole volunteer or as the project leader, that I will not allow any minors to be part of a project that involves herbicides. I also agree that if leading any other volunteers, they may not volunteer without signing a waiver with the Pesticide Paragraph included and must follow all herbicide label instructions. I agree to post an Herbicide Treatment Warning Sign - provided for me by Kent County Parks - on site prior to beginning treatment project and that this posted sign will remain on site for 24 hours. I understand that all use, application and handling of any herbicide on Kent County Parks property, or any handling of herbicide provided by Kent County Parks and taken off county park property is being used by me at my own risk and that I am liable for following all label directions and instructions including proper storage and containment.
6. I acknowledge that I will receive no wages or benefits for my participation as a volunteer, and agree that my experiences as a volunteer shall constitute full and adequate consideration for my participation. I acknowledge that I shall at all times be considered a volunteer, shall not be considered an agent or employee of the County or

Parks for any purpose, am not entitled to any of the benefits that the County or Parks provides for their employees, including worker's compensation insurance, that I shall have no right to obligate the County or Parks in any way whatsoever, shall identify myself as a volunteer, and shall not hold myself out as an employee or agent of the County or Parks.

7. I agree that the terms and conditions stated above shall survive following my participation as a volunteer. I have carefully read this document, have had the opportunity to review it with an attorney of my choosing, know and understand its contents, and have signed it as my free act and deed.
8. I have received or had access to the Volunteer Services Handbook and acknowledge my obligation to read, understand, and comply with its contents. I understand that the KCP Volunteer Services Handbook is intended to provide an overview and does not necessarily represent all policies in force. Kent County Parks may at any time add, change, or rescind any policy or practice at its sole discretion.
9. I understand that KCP Volunteer Services may photograph or have other volunteers photograph volunteer events and participants for Volunteer Services publications, media communications, and events and that these photos become the property of Kent County Parks and that they will be used to benefit or promote Kent County Parks Volunteer Services. Kent County Park Department has my permission to use any photographs of me taken during KCP Volunteer Services events.
10. I give permission for the Parks to complete a criminal background check and motor vehicle record check on me, if necessary, (with Volunteer's signed Release Form) prior to becoming an Active Volunteer.

Project Date: _____ **Project Site:** _____

Project Type: _____

Signature (Volunteer or Guardian)

Volunteer Name (Print)

Guardian Name Printed (If applicable)

Street Address

City, State, Zip Code

Telephone Number(s)

[Email: Include email to receive the KCP Newsletter and Volunteer Events notifications.]

Date

EMERGENCY CONTACT INFORMATION:

Name: _____ Relationship: _____ Phone: _____

Return to: Kent County Parks Department, Volunteer Services 1700 Butterworth Dr. SW Grand Rapids, MI 49534