

## Tree Bank Foundation Volunteer Waiver of Liability

Thank you for volunteering with the Tree Bank Foundation. We greatly appreciate your assistance and commitment to promoting and planting trees in Oklahoma. Our insurance policy requires that we have an accurate record of all volunteers.

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ (the "Volunteer") in favor of the Tree Bank Foundation, an Oklahoma nonprofit corporation, their directors, officers, employees, and agents (collectively, "Tree Bank").

The Volunteer desires to work as a volunteer for the Tree Bank and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include digging holes, transporting trees and materials, planting trees, transporting water and other tree-planting activities.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver:** Volunteer does hereby release and forever discharge and hold harmless the Tree Bank 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 Volunteer's Activities with The Tree Bank. Volunteer understands that this Release discharges the Tree Bank from any liability or claim that the Volunteer may have against The Tree Bank with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's Activities with The Tree Bank, whether caused by the negligence of The Tree Bank or its officers, directors, employees, or agents or otherwise. Volunteer also understands that The Tree Bank does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**Medical Treatment:** Volunteer does hereby release and forever discharge The Tree Bank from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with The Tree Bank.

**Assumption of the Risk:** The Volunteer understands that the Activities includes work that may be hazardous to the Volunteer, including, but not limited to, digging, loading and unloading, and transportation to and from the work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases The Tree Bank from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance:** The Volunteer understands that, except as otherwise agreed to by The Tree Bank in writing, The Tree Bank does not carry or maintain health, medical, or disability insurance for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

**Photographic Release:** Volunteer does hereby grant and convey unto The Tree Bank all rights, title, and interest in any and all photographic images and video or audio recordings made by The Tree Bank during the Volunteer's Activities with The Tree Bank, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Oklahoma and that this Release shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

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

Volunteer Name (Print Please) : \_\_\_\_\_

Volunteer Signature: \_\_\_\_\_

Today's Date: - \_\_\_\_\_

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

\_\_\_\_\_

Phone number where you are most easy to reach: \_\_\_\_\_

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

Group/Organization: (if applicable) \_\_\_\_\_

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

Parent Signature: \_\_\_\_\_ ( if 18 or under)

In case of emergency, please contact:

Name \_\_\_\_\_

Relation \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_