



VOLUNTEER RELEASE AND WAIVER OF LIABILITY

Required by authority of the Michigan Department of Natural Resources, for volunteer assignment consideration.

Please read carefully! This is a legal document that affects your legal rights!

The State of Michigan, as an Equal Opportunity Institution, complies with federal and state laws prohibiting discrimination and harassment, including Title IV and Title VII (with amendments) of the 1964 Civil Rights Act, Title IX of the Educational Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Veterans Readjustment Act of 1974 as amended 38 USC 20-12 and the Americans With Disabilities Act of 1990. It is the policy of the State that no person, on the basis of race, sex, height, weight, color, religion, national origin or ancestry, age, marital status, disability or veteran status, shall be discriminated against in educational programs, activities, and employment.

The Michigan Department of Natural Resources (DNR) encourages and supports volunteers. As a volunteer, I have an important role in providing services and programs to the public.

I want to work as a volunteer for the Michigan DNR which appoints people like me to serve and to help the Michigan DNR. While I am serving as a volunteer, I have the same immunity from civil liability under Michigan law as an employee of the Michigan DNR. After becoming a volunteer, the Michigan DNR will provide me with support, supervision, training, and supplies for me to accomplish my assigned tasks.

Therefore, I do freely, voluntarily, and without duress, execute this Release and acknowledge the following terms:

- 1. Waiver and Release.** I hereby release, waive, discharge and covenant not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to me, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in my death in reference to the activities authorized in my work as a volunteer. I hereby covenant and agree to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to the activities authorized in my work as a volunteer.
- 2. Medical treatment.** I release and discharge Michigan DNR from any claim that arises or may arise due to any first aid, medical treatment, or service rendered to me. I understand that I may not be entitled to workers' compensation.
- 3. Assumption of risk.** I understand that my work for the Michigan DNR may include activities that may be hazardous. I assume the risk of injury or harm in those activities I choose to do and release the Michigan DNR from all liability for injury, illness, death, or property damage occurring from my work for the Michigan DNR.
- 4. Insurance.** The Michigan DNR does not have responsibility for providing any health, medical or disability insurance coverage for me. **IT IS MY RESPONSIBILITY AS A VOLUNTEER TO ENSURE I HAVE MEDICAL/HEALTH INSURANCE.** As with other members of the public, I may file a claim with the State Administrative Board for personal losses that are under \$1,000.
- 5. Photographic release.** I grant to Michigan DNR the right to use photographic images and video or audio recordings of me that are made by Michigan DNR or others during my work assignment for Michigan DNR, including royalties, proceeds or other benefits from use of the photographs or recordings.
- 6. Copyright laws.** I understand that showing videos in public that are intended for home viewing is prohibited under the U.S. copyright laws.
- 7. Background check.** I understand that a criminal history check may be obtained prior to my appointment as a volunteer. My signature below certifies that I agree to a criminal history check and agree to provide Michigan DNR with my date of birth.
- 8. Discrimination laws.** I agree to follow Michigan DNR's policy, along with state and federal laws that forbid discrimination in employment, education, housing, public accommodation, law enforcement or public service based on a person's religion, race, color, national origin, age, sex, marital status, height, weight, or disability.
- 9. In-kind service.** The Michigan DNR is eligible for some grants that require that the grant dollars received be matched by the Michigan DNR. Many grants allow the use of in-kind services as a portion of this match in lieu of actual dollars. My signature certifies that I consent to the use of my volunteer time as a possible in-kind match for grants received by the Michigan DNR.
- 10. Other.** I agree that this Release is intended to be as broad and inclusive as permitted by the laws of Michigan, and that this Release is governed by and will be interpreted according to the laws of Michigan. I understand that should any part of this Release be ruled invalid by a court, the other parts will remain valid and continue to be in effect.

VOLUNTEER

GROUP/ORGANIZATION

DATE(S) VOLUNTEERING

Name (please print)

Group/Organization Name

From

Signature

Signature of Parent/Guardian or Group Leader

To

Date of Birth