



RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Volunteer Release and Waiver of Liability

Please be sure you have read through the Release below and agree to all terms before signing.

This Release and Waiver of Liability (the “Release”) is executed by _____ (the “Volunteer”) in favor of the State of Rhode Island Department of Environmental Management (“RIDEM”), including but not limited to its directors, affiliates, managers, members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors, and assigns. The Volunteer desires to become a volunteer for RIDEM and engage in activities related to being a volunteer (the “Activities”). The Volunteer understands that the Activities may include but are not limited to the use of hand tools, power tools, equipment, motor vehicles, and machinery, as well as working indoors and/or outdoors. The Volunteer further acknowledges that there is a risk of danger and the potential for bodily injury as a result of participating in the Activities.

Volunteer understands that the scope of Volunteer’s relationship with RIDEM is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer. Volunteer further understands that RIDEM will not provide any benefits traditionally associated with employment to Volunteer, including but not limited to, medical, health, disability benefits, worker’s compensation, or insurance of any nature. Volunteer agrees to abide by all RIDEM authorities, including but not limited to, rules, procedures, protocols, directives and regulations.

The Volunteer hereby freely, voluntarily, and without duress executes this Release for the Volunteer’s self, spouse, heirs, children, executors, administrators, assigns, successors, legal representatives, personal representatives, and next of kin under the following terms:

Release and Waiver: Volunteer does hereby release, forever discharge, covenant not to sue, and hold harmless RIDEM, including but not limited to, its directors, affiliates, managers, members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors, and assigns (herein referred to as the “Releasees”) from any and all rights, liability, claims, demands, and causes of actions of any kind whatsoever, known or unknown, either in law or in equity, which arise or may hereafter arise from Volunteer’s Activities on behalf of RIDEM. Volunteer understands that this Release discharges the Releasees from any and all liability or claim of any kind or nature that the Volunteer may have against the Releasees for any claims, including but not limited to, physical or psychological injury, illness, paralysis, pain, sufferings, disfigurement, temporary or permanent disability, economic or emotional loss, and/or death, that Volunteer may suffer as a direct or indirect result of Volunteer’s participation in the Activities, including, but not limited to, traveling to, from, and during the Activities, whether or not caused by the negligence of the Releasees. Volunteer also understands that RIDEM 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 Releasees, from any and all rights, liability, claims, demands, and causes of actions of any kind whatsoever, known or unknown, either in law or in equity, which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer’s participation in the Activities.

Assumption of the Risk: The Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, including but not limited to, construction, loading and unloading, and transportation to and from the activity sites. Volunteer is aware of the risks involved and hereby expressly assumes the risk of injury or harm from participating in the Activities. Volunteer agrees to conduct themselves in an appropriate manner. The Volunteer acknowledges that RIDEM shall not be deemed liable, and shall not be deemed to have any duty to provide training to Volunteer. The Volunteer understands that he/she always has the right to refuse to perform any Activity that the Volunteer feels he/she is unqualified to perform or that the Volunteer deems to be unsafe. Volunteer acknowledges that they are responsible for their safety, and that the Activities in which they become involved are at their sole risk.

VOLUNTEER HEREBY EXPRESSLY AND SPECIFICALLY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, HARM, OR DEATH WHETHER OR NOT SUCH RISKS ARE KNOWN OR UNKNOWN IN CONNECTION WITH THE ACTIVITIES HE/SHE MAY PERFORM, AND UNCONDITIONALLY RELEASES THE RELEASEES FROM ANY AND ALL LIABILITY FOR INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE ARISING OUT OF, OR RESULTING FROM, THE ACTIVITIES.

Insurance: Volunteer is responsible and expected to obtain his/her own insurance coverage.

Photographic Release: Volunteer does hereby grant and convey unto RIDEM all right, title, and interest in any and all photographic images and video or audio recordings made by RIDEM during the Volunteer's Activities with RIDEM, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings, and hereby consents to the use of such media by RIDEM for any purpose RIDEM deems reasonable and appropriate.

Other: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Rhode Island, and that this Release shall be construed in accordance with the laws of the State of Rhode Island. 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 in full force and effect. Any and all disputes arising out of or in connection with this Release shall be submitted to the exclusive jurisdiction of the Courts of the State of Rhode Island.

I/We state that I/we have carefully read all of the above, that I/we understand it, and that this document is signed of my/our own free will.

INDIVIDUALS WILL NOT BE PERMITTED TO VOLUNTEER WITHOUT COMPLETING A RELEASE AND WAIVER FORM.

Date

Signature of Volunteer

Signature of parent/guardian
*(Parent/Guardian must **also** sign if
Volunteer is under the age of 18)*

Printed Name of Volunteer: _____

Printed Name of Parent/Guardian (if applicable): _____

Emergency Contacts:

Name Relationship Phone Number

Name Relationship Phone Number

Your Contact Information:

Street Address Apt./Unit #

City State Zipcode

Email

Phone Number