

## **LINCOLN CHARTER TOWNSHIP**

### **RELEASE FOR VOLUNTEER WITH WAIVER AND RELEASE AGREEMENT**

WHEREAS, the undersigned desires to volunteer his/her services to the Lincoln Charter Township, County of Berrien, State of Michigan (the "Township"), and,

WHEREAS the Township desires to accommodate those members of the public who desire to volunteer their services at no charge to the Township.

In consideration of the Township's agreement to permit me to volunteer my services to the Township, I agree as follows:

(1) That I, as volunteer ("Volunteer"), understand that such services will be on a volunteer basis and no compensation of any kind will be payable to me as Volunteer, nor at any time will my services as Volunteer entitle me to any contractual rights or benefits of any kind or nature, and I, as Volunteer, individually and on behalf of my heirs, personal representatives, successors and assigns, hereby release, acquit and forever discharge the Township and its employees, agents, servants, officers, trustees and representative (in their official and individual capacities), from any and all liability whatsoever for any and all damages, losses or injuries to persons or property or both, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses and attorney fees which arise out of, during, or in connection with the my participation as a Volunteer for the Township, and further, I agree to hold the Township, its agents and employees harmless from any claims, demands or causes of action arising out of my volunteer work for the Township. I further acknowledge as Volunteer that this Waiver and Release cannot be amended or in any way changed by any verbal representations of any employee or council member of the Township.

(2) I understand and agree that as a Volunteer for the Township, I am not an employee, agent, or servant of the Township. None of the benefits provided by an employer to an employee, including but not limited to minimum wage and overtime compensation, workers' compensation insurance and unemployment insurance, shall be available from or through the Township to me.

(3) I agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and if any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect.

(4) In signing this Waiver and Release, I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that I understand that it affects my legal rights, that it is a binding Agreement and that I have signed it knowingly and voluntarily.

VOLUNTEER INFORMATION

\_\_\_\_\_  
Volunteer Name Printed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Driver's License Number

\_\_\_\_\_  
Home Phone Number

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
Email Address

WHEREFORE, the undersigned has executed this Waiver and Release Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Participant \_\_\_\_\_ is less than 18 years old. I sign this release on his/her  
behalf.

\_\_\_\_\_  
Guardian's Printed Name

\_\_\_\_\_  
Guardian's Signature