

Xerces Volunteer Release and Waiver

VOLUNTEER NAME	
DATE:	
LOCATION OF ACTIVITY:	
XERCES STAFF:	

I state that I (the "Volunteer") desire to serve as a volunteer for the Xerces Society and engage in the activities related to being a volunteer (the "Activities"). This Release and Waiver of Liability (the "Release"), is in favor of The Xerces Society, Inc., a nonprofit corporation, its directors, officers, employees, and agents (collectively "Xerces") and is effective on the date set out in the signature block below.

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

1. **RELEASE AND WAIVER:** Volunteer does hereby release and forever discharge and hold harmless Xerces 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.

Volunteer understands that this Release discharges Xerces from any liability or claim that the Volunteer may have against Xerces with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities, whether caused by the negligence of Xerces or its officers, directors, employees, or agents or otherwise. Volunteer also understands that Xerces 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.

2. **MEDICAL TREATMENT:** Volunteer does hereby release and forever discharge and hold harmless Xerces from any claim whatsoever which arises or may hereafter arise on account of any first aid, medical treatment, or medical service rendered to Volunteer in connection with the Volunteer's Activities.
3. **ASSUMPTION OF THE RISK:** Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, and Volunteer is not required to perform, and should refuse, any Activity he/she deems too dangerous or is otherwise unwilling or unable to perform. Risks may include but are not limited to: exposure to inclement weather, stinging/biting insects, animals such as bears or cougars, rough terrain and the risk of working in a remote location with limited communication.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Xerces from all liability for injury, illness, death, or property damage resulting from the Activities. Volunteer expressly states that Volunteer has no known physical or mental condition that would impair the Volunteer's capability for full participation in the chosen Activities.

4. **ACCIDENT REPORTS:** In the event of an accident causing personal injury or property damage, Volunteer must file a report with the applicable Xerces staff contact. Volunteer acknowledges that she/he has received a copy of the Accident Report template.

5. **AUTO INSURANCE:** Volunteer understands that Xerces does not carry or maintain auto insurance coverage for any Volunteer. Volunteers driving their personal vehicle must carry at least the minimum auto liability and personal injury insurance required by their state.

6. **PHOTO RELEASE:** Volunteer grants Xerces permission to use his/her likeness in any photographs, videos and/or audio recordings of Volunteer during the Activities for Xerces' use in any media and in any manner related to Xerces work. Volunteer acknowledges that all such images or recordings become the property of Xerces. Volunteer does hereby grant and convey unto Xerces all right, title, and interest in any and all such images or recordings including, but not limited to, the right to edit, alter, copy such images or recordings as well as any royalties, proceeds, or other benefits derived from such photographs or recordings.

7. **OTHER:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Oregon. 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.

8. **CONFIDENTIALITY/NON-DISCLOSURE** The protection of confidential business information is vital to the interests and success of Xerces. We ask that volunteers and interns take care to safeguard confidential information which they may have access to, including but not limited to:
 - a. Non-public financial information;
 - b. Non-public marketing, agreements with partner organizations, policy or technical strategies;
 - c. Pending projects and proposals;
 - d. Intellectual property including works of authorship/copyright; and
 - e. The names, identities, and giving histories of Xerces' donors, members, sponsors, foundations, and other financial supporters or partner organizations.

This information may not be divulged to any person who is not a current employee of Xerces, a designated contractor of Xerces, a member of its Board of Directors, or is specifically authorized to receive such information by the Executive Director or the Directors of Finance/Operations, Membership, or Development. Volunteers who improperly use or disclose confidential business information may be subject to dismissal from their assignment and, when appropriate, legal action.

Volunteer acknowledges that this document is a waiver, a release of liability and an assumption of risk and agrees to it voluntarily and freely. By signing, Volunteer is confirming that she/he has read, understood, accepts and agrees to the terms.

Printed Name of Volunteer:	
Signature of Volunteer:	
Date	