

Xerces Bumble Bee Atlas Project: Volunteer Release and Waiver of Liability

My acceptance of the terms contained in this form indicates that I have read, understood and accept the following:

This Release and Waiver of Liability (the "Release") executed on the date of acceptance by (the "Volunteer") in favor of The Xerces Society Inc. ("Xerces"), a nonprofit corporation its directors, officers, employees, and agents.

The Volunteer desires to perform services as a volunteer for Xerces and engage in activities related to the Xerces Bumble Bee Atlas Project (the "Activities") related to being a volunteer.

The 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 The Xerces Society 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 Xerces.

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 with Xerces 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 Xerces 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 Xerces.
3. **ASSUMPTION OF RISK:** The Volunteer understands that the Activities included work that may be hazardous to the Volunteer, and Volunteer is not required to perform 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 including the risk of becoming lost 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.

4. **INSURANCE:** The Volunteer understands that, except as otherwise agreed to by The Xerces Society in writing; The Xerces Society does not carry or maintain health, medical, disability or 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. Each

Volunteer is encouraged and expected to obtain their own medical or health insurance coverage.

5. **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.