



# Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

## VOLUNTEER INFORMATION

Volunteer Name: \_\_\_\_\_  
*First Middle Initial Last*

Volunteer Birthdate: \_\_\_\_\_  
*MM/DD/YYYY*

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
*(XXX) XXX-XXXX*

Volunteer Group (if applicable): \_\_\_\_\_

Division with which you are volunteering: \_\_\_\_\_

Preserve/Region/Park where volunteering will occur: \_\_\_\_\_

ODNR Supervisor: \_\_\_\_\_

Brief description of anticipated volunteer activities (e.g. litter clean-up, etc.): \_\_\_\_\_

Emergency Contact: \_\_\_\_\_  
*Name Phone number Relationship to you*

## VOLUNTEER AGREEMENT, WAIVER, AND RELEASE

**In consideration of being allowed to participate as a volunteer for the Ohio Department of Natural Resources (“ODNR”) and all the benefits of such participation, I, the undersigned, understand, appreciate, and agree to the following:**

1. I understand that my participation is solely as a volunteer and that I will not be considered an employee of ODNR or the State of Ohio for any purpose whatsoever.
2. While participating in ODNR volunteer activities, I willingly agree to abide by all applicable laws and regulations, including but not limited to the Ohio Revised Code, Ohio Administrative Code, and any rules, regulations, directives, instructions, procedures, or other requirements of the State of Ohio, ODNR, or ODNR personnel.

### Term

3. I understand that this agreement is effective for a maximum period of two (2) years from the date it is signed.
4. I further understand that ODNR may, at any time and at its sole discretion, suspend or terminate this Agreement with or without cause. Upon receiving notice of termination from ODNR, I will immediately cease all volunteer activities.

### **Acknowledgement and Assumption of Risks**

5. I understand that while volunteering for ODNR, I will be in an outdoor environment and in facilities where many hazards exist, and I am aware of and appreciate the risks posed by such hazards.
6. The risk of injury from volunteering for ODNR is significant and includes the potential for serious injury or death, and while rules, training, equipment, safety initiatives, and personal discipline may reduce this risk, risk nonetheless exists.
7. I knowingly and freely assume all risks, both known and unknown, associated with volunteering for ODNR. Understanding the risks, I voluntarily choose to participate in ODNR volunteer activities.
8. I knowingly and freely assume all risks of volunteering for ODNR even if such risks arise from the intentional or negligent conduct of Releasees (defined below in Paragraph 18) or others and regardless of whether such risks are covered by my personal health insurance or any other types of insurance; and I assume full responsibility for my participation as a volunteer for ODNR.

### **Use of Tools and Equipment, Certification, and Safety Protocols**

9. Power tools, regardless of whether they are owned by the State or by the volunteer, are not permitted for use by volunteers, except with the express written permission of the ODNR supervisor.
10. I understand and agree that, in appropriate circumstances, the ODNR supervisor may, at their sole discretion, provide equipment and/or tools or permit me to use my personal equipment and/or tools for volunteer activities. I acknowledge and agree that I may use such equipment and/or tools at my own risk and only with the express advance approval of the ODNR supervisor and only in accordance with all instructions, best practices, rules, restrictions, conditions, and/or requirements that may be established by the ODNR supervisor or other applicable laws and regulations.
11. I understand that if I use my personal equipment and/or tools, I do so at my own expense and the State shall not be responsible for any expenses, including but not limited to fuel, maintenance, repair, or replacement, for such equipment. Nor shall the State accept any responsibility or liability for injury, damage, wear, or liability associated with the use of such tools or equipment.
12. I understand that the ODNR supervisor may deny or revoke permission to use equipment and/or tools if they determine that such use presents an unreasonable risk of harm to the volunteer or others or may lead to destruction of state property.
13. I agree to use and/or wear any personal protective equipment or other clothing mandated by any applicable state or federal law, regulation, or order, or as otherwise required by the ODNR supervisor.
14. I acknowledge and agree that I am solely responsible for my personal health and safety and the personal property I bring with me.
15. By accepting and performing any volunteer work assignment or using any tool or equipment, I agree and certify that I have all skills, training, qualifications, and/or certifications necessary to do so in a safe manner. I agree not to perform any volunteer work or use any tools or equipment for which I lack the necessary skills, training, qualifications, and/or certifications or for which I am otherwise unqualified or unable to perform in a safe manner.
16. I agree that I am physically capable of participating in the ODNR volunteer activities. If I am aware of or under treatment for any physical infirmity, ailment, or illness, I will obtain my healthcare provider's approval to participate in the ODNR volunteer activities and I will maintain personal health insurance while participating in ODNR volunteer activities. I further understand that I may be asked to provide a doctor's note or other proof that my healthcare provider has permitted me to participate in ODNR volunteer activities.
17. If I observe any unusual, significant hazard during my presence at or while participating in ODNR volunteer activities, I will remove myself from the hazard and immediately notify ODNR personnel.

### **Releases**

18. I, on behalf of myself and my heirs, assigns, personal representatives, administrators, estate, and next of kin, HEREBY voluntarily, irrevocably, and forever: (i) RELEASE ODNR, its employees, agents, representatives,

and, (collectively, "RELEASEES"), FROM ANY AND ALL LIABILITY WHATSOEVER, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY AND ALL INJURIES, DISABILITIES, DEATH, LOSSES, OR DAMAGES TO PERSON OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH MY PARTICIPATION IN ODNR VOLUNTEER ACTIVITIES, WHETHER OR NOT CAUSED BY THE INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE, OR OTHER FAULT OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; (ii) WAIVE MY RIGHT TO SUE OR MAKE ANY DEMAND WHATSOEVER against any RELEASEE for any damages or losses arising, directly or indirectly, in connection with my participation in ODNR volunteer activities; (iii) AGREE NEVER TO SUE ANY RELEASEE asserting any claim for damages or losses suffered, directly or indirectly, in connection with my participation in ODNR volunteer activities; and (iv) AGREE TO INDEMNIFY AND HOLD EACH RELEASEE HARMLESS from any and all claims, demands, suits, damages, expenses, costs, liabilities, judgments, settlements, and losses of any kind suffered or incurred by any RELEASEE and arising, directly or indirectly, in connection with my participation in ODNR volunteer activities.

19. I understand this Waiver, Release of Liability, and Assumption of Risk agreement inures to the express benefit of the RELEASEES and may be relied upon and enforced by any RELEASEE. I also understand that the effectiveness of the Waiver, Release of Liability, and Assumption of Risk agreement shall indefinitely survive my participation in ODNR volunteer activities.
20. I understand that my name, photograph, voice, or likeness may be used in perpetuity, alone or in combination with other materials or content, by ODNR for informational, educational, promotional, and publicity purposes, among others, including but not limited to use on websites or in publications, displays, newspapers, magazines, advertisements, reports, videotapes, audiotapes, and other media. I consent to, license, and authorize, in advance, all such uses and waive all rights of privacy I have in connection therewith. I further understand that I will not be compensated for any such use. I also agree to release ODNR from any and all liability arising out of or connected to the use of my name, photograph, voice, or likeness as stated above.

I HAVE CAREFULLY READ THIS WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT, UNDERSTAND IT, AND AGREE TO ITS TERMS.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

PARENTAL CONSENT (Please complete if volunteer is under the age of 18.)

I certify that I am the parent or legal guardian of the minor participating in ODNR volunteer activities. I consent to the minor's participation in ODNR volunteer activities. I have read this Waiver, Release of Liability, and Assumption of Risk agreement, understand it, and agree to its terms on behalf of the minor.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

*ODNR Internal Use Only*

ODNR Supervisor Approval: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Effective Dates of Agreement: \_\_\_\_\_  
From (MM/DD/YYYY) To (MM/DD/YYYY)