

Preservation North Dakota

VOLUNTEER AGREEMENT AND LIABILITY RELEASE FORM

Hutmacher Farm Site, Dunn County, ND

A REGISTRATION OF VOLUNTEER AND AGREEMENT PURPOSE: In consideration of the payment of a fee NA and the signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby agree to work with Preservation North Dakota at the Hutmacher site.

B AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: This agreement shall be binding upon me the registered volunteer, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of Preservation North Dakota's physical location. Any dispute by the volunteer shall be litigated in and venue shall be in the county in which Preservation North Dakota's site is physically located. If any clause, phrase or word is in conflict with state law, then that single clause is null and void.

C ACTIVITY RISK CLASSIFICATION – I UNDERSTAND THAT: The work that I will be participating in has numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. I assume all responsibility for my own safety while working on the site.

F CONDITIONS OF NATURE – I UNDERSTAND THAT: Preservation North Dakota IS NOT – responsible for total or partial acts, occurrences, or elements of nature that can cause bodily injury. SOME EXAMPLES ARE: Uneven ground, heat, sun, dust and wildlife such as: rattlesnakes, bull snakes, other reptiles, insects, mountain lions, and other mammals. This is not a comprehensive list.

G SITE CONDITIONS – I UNDERSTAND THAT: Preservation North Dakota IS NOT – responsible site conditions that can cause bodily injury. SOME EXAMPLES ARE: Uneven ground, unsafe roofs, falling debris, broken glass, and uneven floors. This is not a comprehensive list.

I ACCIDENT/MEDICAL INSURANCE – I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses. PLEASE INITIAL HERE _____

J PROTECTIVE HEADGEAR OFFERING – I AGREE THAT: I, the volunteer, and/or on behalf of my child and/or legal ward, understand that protective headgear is available and do understand that the wearing of such gear may prevent or reduce the severity of some of the wearers injuries and possibly prevent the wearers death from happening as the result of a fall or other occurrences. I understand that I am liable for any injuries sustained, as I have been made aware of the availability of protective headgear.

K LIABILITY RELEASE: I AGREE THAT: In consideration of Preservation North Dakota's allowing my participation in this activity, under the terms set forth herein, I, the volunteer, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns do agree to hold harmless, release, and discharge Preservation North Dakota's its owners agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, insurers and others acting on its behalf (hereinafter collectively referred to as "ASSOCIATES") of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Preservation North Dakota's and/or ITS

ASSOCIATES ordinary negligence; and I do further agree that I shall not bring any claims, demands, legal actions and causes or action against Preservation North Dakota's and its ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and /or legal ward in relation to the premises and operations of Preservation North Dakota, to include while volunteering on site.

All Volunteers and Parents or Legal Guardians must sign below after reading this entire document. Each spouse must sign:

SIGNER STATEMENT OF AWARENESS

I/WE THE UNDERSIGNED HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL, CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

SIGNATURE OF VOLUNTEER (SPOUSES MUST SIGN FOR THEMSELVES)

_____ DATE _____

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE

_____ DATE _____

For _____ (NAME OF MINOR VOLUNTEER)

DATE _____

ADDRESS IN FULL: _____

HOME PHONE _____

BUSINESS PHONE _____

CELL PHONE _____

EMAIL _____