

## VOLUNTEER AGREEMENT, WAIVER & RELEASE

*Please read carefully. this Volunteer Agreement, Waiver and Release (“Agreement”) constitutes the entire and only agreement between Putnam County (“County”) and the Applicant (“Volunteer”), and supersedes all prior agreements, representations and understandings with respect to the cleanup and work on Property affected by the recent tornado(the “Site”) and the applicant’s participation in this volunteer program. The Agreement may be amended by us at any time and at any frequency with specific notice to you.*

In consideration for the opportunity to serve as a volunteer, I agree to all of the following terms and conditions:

1. I certify that I am 18 years of age or older and that I am entering into this Agreement on behalf of myself.
2. Status: I understand that the scope of my relationship with the COUNTY is limited to a volunteer position. As a volunteer, I am not entitled to any form of compensation or employment benefit including, but not limited to, wages, salary, or health insurance. I understand and acknowledge that the COUNTY can terminate my status as a volunteer for any or no reason and at any time, without notice or hearing.
3. Assumption of Risks: I understand that the services Volunteers provide to the COUNTY may include activities that may be hazardous. As a volunteer, I hereby expressly assume the risk of injury or harm from these activities and release the COUNTY, the organizations for whom it is performing services, and each of their directors, officers, employees, agents, representatives, successors and assigns (collectively, “the Released Parties”) from all liability for injury, illness, death or property damage occurring while I am providing volunteer services and/or resulting from my volunteer services.
4. Waiver and Release: I release and forever discharge and hold harmless the Released Parties 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 my services as a volunteer. I understand and acknowledge that this Agreement discharges the Released Parties from any liability or claim I may have against the COUNTY and the organizations for whom it is performing services, with respect to bodily injury, personal injury, illness, death or property damage that may result from the services I provide to the COUNTY or occurring while I am providing volunteer services. In consideration for being allowed to participate in this activity, I hereby agree to assume all risk of such volunteer service, and further agree to hold harmless COUNTY, its subsidiaries, and their respective directors, officers, employees, agents, contractors, and sponsors; and, other participants from any and all claims, suits, losses, or related causes of action for damages, including but not limited to, such claims, that may result from any injury or death, accidental or

otherwise, during, or arising in any way from this activity.

5. Insurance: Further, I understand that I am responsible for my own insurance coverage in the event of personal injury or illness as a result of my services to the COUNTY. The Released Parties do not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of the Released Parties beyond what may be offered freely by the COUNTY in the event of such injury or medical expenses I may incur.
6. Medical Treatment: I hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with the COUNTY.
7. Publicity: I grant and convey to the COUNTY all right, title and interests in any and all photographs, images, video or audio recordings of me, my likeness or voice made by the COUNTY in connection with my providing services to the COUNTY.
8. Electronic Communications Delivery: I agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that are provided in connection with my participation in the COUNTY volunteer program.
9. Other: As a volunteer, I expressly agree that this Agreement is intended to be as broad and inclusive as permitted in the State of Tennessee and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee. I agree that if any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected. This informed Consent and Release of Liability shall be binding upon my heirs, spouse, or other next of kin, executor, administrators and assigns.

By selecting the "I have read and accept the Terms and Conditions" checkbox, I express my understanding and intent to enter into this Agreement willingly and voluntarily.

\_\_\_\_\_  
Volunteer

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

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Participant Signature:

Date:

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Participant Name (Print):

Employee ID: