



West Des Moines Human Services

Volunteer Release/ Waiver of Liability Form

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|---|--|-------------|--------|--------------------------|
| Volunteer Name (first, middle, and last): | | | Date: | |
| Address: | | City: | | State: |
| Cell Phone: | | Work Phone: | | Emergency Contact Phone: |
| Name of Employer (if using VTO hrs): | | | Email: | |

This Release and Waiver of Liability (the "Release") is executed by (the "Volunteer") in favor of the City of West Des Moines (the "City"), its employees, representatives, and agents. The Volunteer desires to volunteer for the City and engage in activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include use of office equipment, cleaning supplies, material handling carts, as well as working indoors or outdoors. The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

- **Release and Waiver:** Volunteer does hereby release, discharge, and hold harmless the City, its employees, representatives, and agents 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 on behalf of the City, except for those caused by the City's negligence. Volunteer understands that this Release discharges the City from any liability or claim that the Volunteer may have against the City with respect to bodily injury, personal injury, illness, or property damage that may result from Volunteer's Activities with the City, except for those caused by the City's negligence. Volunteer also understands that the City 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.
- **Medical Treatment:** Volunteer does hereby release and forever discharge the City, its employees, representatives, and agents 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 the City, except for those caused by the City's negligence.
- **Assumption of Risk:** The Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, lifting, loading and unloading, and transferring items into and out of the building. The Volunteer understands that he or she always has the right to refuse to perform any Activity that the Volunteer feels he or she is unqualified to perform or that the Volunteer deems to be unsafe. The Volunteer represents that he or she is physically and mentally capable of performing all Activities or agrees to remove him or herself from same.
- **Insurance:** The Volunteer understands that, except as otherwise agreed to in writing by the City, the City does not carry or maintain health, medical, or disability coverage for any Volunteer. Each volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.
- **Photographic Release:** Volunteer gives the City permission to take photographs and video, and understands these may be included on social media and in future publications, emails, etc. Volunteer does hereby grant and convey unto the City all right, title, and interest in any and all photographic images and video recordings made by the City during the Volunteer's Activities with the City, including any royalties, proceeds, or other benefits derived from such items.
- **Other:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Iowa, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Iowa. 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.

Volunteer has executed this Release as of the day and year written below:

Print Name: _____ **Signature:** _____

Date: _____

****Parent/Guardian must also sign if volunteer is under the age of 18:**

Parent Name: _____ **Parent Signature:** _____

Date: _____