

## **Xerces Western Monarch Count Project: Volunteer Release & Waiver of Liability**

**BY CHECKING THE CLICKBOX ON THE WESTERN MONARCH COUNT VOLUNTEER REGISTRATION FORM, I AM CONFIRMING THAT:**

- A. I HAVE READ THE FULL AND COMPLETE "VOLUNTEER RELEASE AND WAIVER" DOCUMENT;**
- B. I KNOW THAT IT IS A WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK ACKNOWLEDGEMENT;**
- C. I UNDERSTAND THAT IT IS A LEGAL DOCUMENT; AND**
- D. I SIGNIFY MY ACCEPTANCE, UNDERSTANDING OF AND AGREEMENT TO THE TERMS OF THE DOCUMENT.**

I state that I (the "Volunteer") desire to serve as a volunteer for the Xerces Society and engage in activities related to volunteering for the Xerces Western Monarch Count Project (the "Activities"). This Release and Waiver of Liability (the "Release") is in favor of The Xerces Society Inc. a nonprofit corporation, its directors, officers, employees, and agents (collectively, "Xerces") as well as other volunteers participating in the project (together with Xerces, the "Releasees") and is effective on the date that Volunteer completes the volunteer registration form.

**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 Xerces 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 Releasees from any liability or claim that the Volunteer may have 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 any or all of the Releasees 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:** Volunteer understands that the Activities include work that may be hazardous to the Volunteer, and Volunteer is not required to perform any Activity the Volunteer deems too dangerous or is otherwise unwilling or unable to perform. Risks may include but are not limited to: exposure to inclement weather, 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 Releasees from all liability for injury, illness, death, or property damage resulting from Activities.**
4. **AUTO INSURANCE:** Volunteer understands that Xerces does not carry or maintain 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.
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.

**VOLUNTEER ACKNOWLEDGES THAT THIS DOCUMENT IS A WAIVER, A RELEASE OF LIABILITY AND AN ASSUMPTION OF RISK AND AGREES TO IT VOLUNTARILY AND FREELY. VOLUNTEER ACKNOWLEDGES THAT THE ELECTRONIC AGREEMENT TO THE TERMS OF THIS DOCUMENT HAS THE SAME FORCE AND EFFECT AS A SIGNATURE ON AN ORIGINAL PAPER DOCUMENT FORM.**