

STANDARD VOLUNTEER RELEASE OF LIABILITY - NY ANNUAL VOLUNTEER ACTIVITIES FOR THE NATURE CONSERVANCY

Preserve or Office Name & Locations (City, County, Borough): **Adirondack Region**

Date: **2021**

The Nature Conservancy Staff Representative: **Rebecca Bernacki**

Description of Volunteer Services/Activities: I agree to participate with The Nature Conservancy ("Conservancy") in the following volunteer activities but not limited to: **Serve as a volunteer invasive plant coordinator to assist in the control of knotweed species in the Adirondacks by assessing possible treatment sites, serving as the landowner liaison to The Nature Conservancy, securing landowner indemnification forms and contracts for treatment (having a signed form does not promise treatment), reporting new sites for possible treatment, providing education about how to slow the spread of invasive plants, and tracking hours spent volunteering. Other activities may include heavy equipment operation, tree removal, pesticide application, conducting trail maintenance and general infrastructure repairs, boundary posting, managing vegetation, participating in or leading volunteer workdays, conducting research activities, engaging in educations programing, beach cleanup, tabling, data entry, filing, general office work, photography, GIS, graphic design, desktop publishing, mailings, light carpentry, hike/trip leader, and tree planting.**

I agree to follow the instructions of the Conservancy representative named above. I agree to perform my volunteer services in a lawful, ethical, and safe manner. Either the Conservancy or I may end my voluntary participation at any time and for any reason.

1. **NO COMPENSATION OR BENEFITS:** I understand that I will receive no pay, benefits, or other privileges of employment of any kind from the Conservancy for my services. Without limiting the foregoing, I understand and agree that:
 - a. the Conservancy carries secondary accident insurance for volunteers, which means that I must draw on my own insurance coverage in full before the Conservancy's insurance may become available;
 - b. I am solely responsible for any costs incurred for any and all medical care received whether related or unrelated to my volunteer service;
 - c. I am not eligible for workers' compensation benefits if I am injured or become ill as a result of my volunteer service;
 - d. I am not eligible for unemployment compensation benefits when my volunteer service ends; and
 - e. the Conservancy will not reimburse me for any expense without express prior approval, in writing from the Conservancy representative named above and that any reimbursable expenses must be reasonable in amount, related to and in furtherance of my volunteer service and substantiated by proper and adequate documentation and receipts.

2. **POLICIES AND PROCEDURES:** I understand that the Conservancy is committed to providing an environment for employees and volunteers that is free of harassment and other improper conduct. I agree to treat all Conservancy employees and volunteers with respect.

I have read, understand and agree to be bound by the following policies and procedures which have been provided to me: Reporting Suspected Violations of Law and Policy; Workplace Harassment Prevention and Reporting; Conflict of Interest. I will read and comply with any other Conservancy Policies and Procedures that the Conservancy staff person guiding my volunteer service asks me to read.

3. **CONFIDENTIAL INFORMATION:** My volunteer service with the Conservancy may involve access to certain confidential, sensitive and/or private Conservancy information (including but not limited to specific location of "closed" preserves and rare plants or animals) "Confidential Information." I agree to hold all Confidential Information in strict confidence and never to use or disclose any such information to anyone while I am a volunteer of the Conservancy or thereafter, except to the extent necessary to carry out my responsibilities as a volunteer of the Conservancy or to the extent such disclosure is required by legal process. Upon the end of my volunteer services with the Conservancy, or the request of the Conservancy at any time, I shall deliver to the Conservancy all of the Conservancy's property in my possession, custody or control relating to the Conservancy and its business. At the request of the Conservancy, I will deliver to the Conservancy, delete, or destroy all Confidential Information in my possession, custody or control whether in hard copy or on any electronic or personal device such as a cell phone, computer, laptop and/or cloud access.
4. **INTELLECTUAL PROPERTY:** I hereby assign to the Conservancy, and the Conservancy will retain, the ownership of all intellectual property that I produce within the scope of my volunteer service and has exclusive rights to publish and use any of my work product. I agree to execute any documents and to do all other lawful acts as may be required by the Conservancy to establish and protect the Conservancy's rights as described above. I agree not to use, disclose, sell or share such intellectual property to any third party, or for the benefit of myself or any third party.
5. **ASSUMPTION OF RISK:** With regard to my presence on Conservancy property and the volunteer services I will be providing, I understand and agree to each of the following:
 - a. My activities as a volunteer may involve sustained strenuous physical activity and entail a risk of injury or death. There is a possibility of injury from vehicle accident, use of power and hand tools and other equipment, use of chemicals, falling or tripping on uneven, steep or unstable terrain, tick and other insect bites (Lyme's disease), heat stress and heat stroke. Accidents or injuries may occur in locations or under circumstances where medical attention is not readily available. I assume the full risk of any injuries, property damage, or loss that I may sustain as a result of participating in any and all activities connected with or associated with volunteering for the Conservancy, even if the damage results from the negligence of the Conservancy or its staff.

- b. I am participating at my own risk. I acknowledge that the Conservancy makes no warranty or representation, express or implied, regarding the condition or safety of any property owned or managed by the Conservancy, any equipment to be used in the volunteer activities, the instructions or guidance provided to us, or the safety of the activities themselves.
 - c. I am in good health. I am aware of no problem or condition that will limit or interfere with my ability to participate in this activity under either predicted or emergency conditions.
 - d. I understand that I will be using equipment and that there are risks associated with the use of the equipment. I will not undertake the use of any equipment during the volunteer service unless and until I become familiar with and understand the proper and safe use of the equipment (including vehicles) and have received instructions and training for use of the equipment (chain saws and other equipment needing specific training). I will follow all instruction by the Conservancy regarding safety and use of all equipment. I agree to take proper precautions in using the equipment to minimize the risks to myself and others in accordance with the directions of the Conservancy and any applicable laws and regulations.
 - e. I understand that there are health risks associated with use of chemicals. I will not use chemicals unless and until I have received the relevant Material Safety Data Sheets, instructions for use of the chemicals, and/or relevant training in safe use. I agree to take proper precautions in using chemicals to minimize the health risks to myself and others. Following application, I will store or dispose of any remaining chemicals in accordance with the directions of the Conservancy and any applicable laws and regulations.
 - f. Safety is my own personal responsibility and that I am free at any time to refuse, and should refuse, to do any activity I feel poses a hazard to me or anyone else, or to my property or anyone else's.
 - g. I will not perform any activities for which I lack necessary training, full qualification, equipment, and preparation.
 - h. In the event of an emergency, I authorize the Conservancy to secure from a licensed hospital, physician and/or medical personnel, any treatment deemed necessary for my immediate care. I agree that I, and not the Conservancy, will be responsible for payment of all such medical services rendered.
 - i. I will not be under the influence of any alcohol or illegal drugs while performing the volunteer activities.
 - j. I will immediately report any accidents, disease or injury to myself or others related to the volunteer activities and cooperate in any investigation.
 - k. I understand that ticks may be present on the preserve/property and that they may present a health hazard. I understand that some ticks may transmit disease and it is my responsibility to do a thorough body check and seek medical treatment if necessary. I agree to take all precautions necessary to prevent any diseases caused by ticks that I have come in contact with on the preserve/property."
6. **RELEASE OF LIABILITY:** To the greatest extent permitted by law, on behalf of myself, my spouse, children, domestic partners, parents or other family, and their legal representatives, heirs, agents, insurers, successors, and assigns (collectively, the "Releasers"), **I hereby waive, release and forever discharge any and all claims that Releasers may have or ever had or will have against the Conservancy, its present and former members, agents, employees, officers, directors, affiliates, parent corporations, subsidiaries, representatives, attorneys, successors in interest, predecessors in interest, trustees, and assigns (collectively, the "Releasees") relating to any accident, incident or occurrence arising out of, or in connection with, my volunteer activities.**
- a. I have carefully read this release and any instructions provided by the Conservancy concerning volunteer service. I execute this agreement with full knowledge of all rights I may have with respect to the matters set forth in this paragraph, that I have had independent legal advice or the opportunity to obtain such advice before executing this agreement, and that I executed this agreement and granted this release of my own free will.
7. **MEDIA AUTHORIZATION:** I and any accompanied children give the Conservancy, its affiliates and their respective successors, assigns, agents, and licensees, the irrevocable and perpetual right to record and use, as the Conservancy may desire in its discretion, all recordings and reproductions or depictions of our name, likeness, voice, persona, words, actions, and/or biography, which the Conservancy may make. I and any accompanied children agree that (a) we shall have no right of approval and no claim to any compensation; (b) we shall not make any comments or provide information to the news media or on social media about the volunteer activities without authorization from the Conservancy; and (c) we are not authorized to speak on behalf of or to represent the Conservancy.

By signing below, I express my understanding of the terms and conditions above and my agreement to enter into this Volunteer Agreement for myself or for any minor under the age of 18 ("Minor") for whom I am the parent or guardian. I sign it of my own free will and agree that this Agreement is effective as of my signature and for the duration of the volunteer services. I also understand that no changes shall be made to this agreement unless they are in writing and are signed by both an authorized representative of the Conservancy and by me. By signing below, I certify that I am 18 years of age or older or, if I am not 18 years of age ("minor"), that my parent or guardian has signed this Volunteer Agreement on my behalf.

Volunteer's Signature: _____
 Volunteer's Printed Name: _____

Date: _____

Minor's Signature: _____
 Parent or Guardian Signature on behalf of Minor: _____
 Parent or Guardian Printed name: _____

Date: _____
 Date: _____

EMERGENCY CONTACTS: Please list one person who can be contacted if you are involved in a medical or other emergency

Name: _____ Phone Number: _____