

**INDIANA KARST CONSERVANCY, INC**  
**ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY**

The undersigned Volunteer desires to volunteer for the Indiana Karst Conservancy, Inc. (IKC) and participate in Activities related to this work (the "Activities"). The Volunteer understands that the Activities may include working with and around hand and power tools, brush cutters, chain saws, mowers, and other machinery, and work with herbicides and other chemicals, which poses a risk of exposure. Further, these Activities may be compounded by weather related hazards (lightning, extreme temperatures, etc.), insect bites and other animal related hazards, and all general hazards of working outdoors (unstable terrain, tripping, falling, tree falling, etc.), as well as travel to and from the work area.

In consideration of participating in these Activities, the Volunteer hereby freely, voluntarily, with full understanding, and without duress executes this Liability Release under the following terms:

**Assumption of Risk:** The Volunteer understands that participation in the Activities may include work involving inherent risks and hazards, including, but not limited to those Activities described above. The Volunteer agrees to not perform or participate in any Activities that the Volunteer self-assesses are beyond the Volunteer's skill or experience level, or that the Volunteer has not been adequately trained to perform.

In addition, the Volunteer recognizes that injury, illness, death, or property damage might be caused by the negligence of IKC employees, or the negligence of other volunteers. The risks that result from such negligence are often unforeseeable and unexpected, and the Volunteer understands that even such unforeseeable risks are covered by this Liability Release.

The Volunteer hereby expressly and specifically assumes the risk of injury or harm resulting from the Activities, and releases the IKC and its insurer from all liability for injury, illness, death, or property damage resulting from the Activities, **whether or not attributable to the negligence of IKC or its officers, directors, employees, or agents, other volunteers, or other persons.**

**Release and Waiver:** The Volunteer, for the Volunteer's heirs, personal representatives, and assigns, agrees to waive, release, and hold harmless the IKC, its present and former members, agents, employees, officer, director, affiliates, representatives, and its insurer from all liability, claims, rights of action, causes of action, and demands of whatever kind, either in law or in equity, arising from or relating to participation in the Activities involved with the volunteer work.

The Volunteer understands that this Liability Release discharges the IKC and its insurer from any liability or claim that the Volunteer may have against the IKC with respect to any injury, illness, death, or damage to property that may result from the Volunteer's Activities, **whether or not caused by the negligence of IKC or its officers, directors, employees, agents, other volunteers, or other persons.** If however, the IKC elects to carry Volunteer Accident insurance coverage, the Volunteer may have some opportunity to recover limited out-of-pocket medical expenses and other compensation under such an insurance policy, but this does not extend any liability onto the IKC or its insurer beyond the terms and coverage of such a policy, if such coverage exists.

**Scope:** The Volunteer understands that this Liability Release is meant to be a complete and unconditional release of all liability to the greatest extent allowed under Indiana law. The Volunteer expressly agrees that if any portion of this Liability Release is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect. The Volunteer further agrees that should the Volunteer or the Volunteer's heirs, personal representatives, or assigns institute any action against IKC or its insurer, it will be in an Indiana court and only the laws of Indiana shall apply to the construction or application of this agreement, and the Volunteer agrees to bear all costs related to such action, including attorneys' fees.

<p>Read and executed on this ____ day of _____, 20____</p> <p>Volunteer Name(printed)_____</p> <p>Date of Birth_____</p>	<p>_____</p> <p>Signature of Volunteer</p> <p>_____</p> <p>Signature of Parent/Legal Guardian if Volunteer is under the age of 18</p> <p style="text-align: center;">*CHILDREN UNDER THE AGE OF 16 MUST BE ACCOMPANIED BY A PARENT OR LEGAL GUARDIAN</p>
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