



Midwestern Chapter International Society of Arboriculture



DAY OF SERVICE PARTICIPANT (VOLUNTEER) RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

It is the intent of the Midwestern Chapter – International Society of Arboriculture to hold regular volunteer work days (“Service event”) whereby member and non-member arborists donate their time and talents to provide arboriculture services to site preparation for Tree Climbing Competitions, Arbor Day of Service events, or other community service projects with needy properties. The volunteer performs the service of the volunteer’s own free will, without promise, expectation, or receipt of remuneration from Midwestern Chapter – International Society of Arboriculture. The volunteer is not an employee or agent of Midwestern Chapter – International Society of Arboriculture for any purpose and the volunteer’s service is not controlled or mandated by Midwestern Chapter – International Society of Arboriculture.

This Release and Waiver of Liability (the “Release”) executed on _____, 20__ by _____ (Print Your Name)(“Volunteer”) in favor of Midwestern Chapter – International Society of Arboriculture, a nonprofit corporation, including all directors, officers, employees, agents, guests, volunteers and invitees (collectively, “The Service Group”).

The Volunteer desires to work as a volunteer for the Service event and engage in the activities related to being a volunteer (the “Activities”). The Volunteer understands that the Activities may involve arboricultural services and/or recovering and handling waste and debris.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver. Volunteer does hereby release and forever discharge and hold harmless the Service Group and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or equity, which arise or may hereafter arise from Volunteer’s Activities with Service event and the Service Group.

Volunteer understands that this Release discharges the Service Group from any liability or claim that the Volunteer may have against the Service Group with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s activities with the Service Group, whether caused by the negligence of the Service Group or its directors, officers, employees, agents, guests, volunteers and invitees or otherwise. Volunteer also understands that the Service Group 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 Service Group 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 Service Group.

Assumption of the Risk. The Volunteer understands that the Activities may be hazardous to the Volunteer, including, but not limited to, arboriculture, recovering and handling waste and debris, loading and unloading, and transportation to and from work sites.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Service Group from all liability for injury, illness, death or property damage resulting from the activities.

Insurance. The Volunteer understands that Service Group does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

Each Volunteer is expected and encouraged to obtain or confirm his or her own medical or health insurance coverage. All costs for injury or loss above the coverage provided by the Volunteer's insurance are the volunteer's personal responsibility. Since Volunteer is not an employee of ISA CHAPTER, ISA CHAPTER does not provide worker's compensation coverage for injuries or illnesses to the Volunteer arising out of Volunteer activities.

Photographic Release. Volunteer does hereby grant and convey to Service Group all right, title, and interest in any and all photographic images and video or audio recordings made by Service Group during the Volunteer's Activities with Service event, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

Miscellaneous. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Illinois, and that this Release shall be governed by and interpreted in accordance with the laws of Illinois. 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 provision of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first written above.

Volunteer (Print): _____ Witness (Print): _____

Volunteer (Sign): _____ Witness (Sign): _____

Address: _____

E-Mail: _____

Phone (Home): _____ Phone (Work): _____

The complete Release must be submitted to ISA CHAPTER prior to Day of Service in order to be eligible to participate.