

TOWN OF MONTAGUE

VOLUNTEER AGREEMENT AND RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT **

The Town of Montague, Massachusetts (“Town”) is pleased to offer you the opportunity to participate as a volunteer in the operations, activities and programs of the Town, and in particular in the Montague (insert department name or program). Participation as a volunteer can be a rewarding contribution to, and a show of support for, the Town. However, you should be aware that participation in Town operations, activities and programs may expose you to harm or injury. The attached Release of Claims, Indemnity and Hold Harmless Agreement absolves the Town of Montague and its officials, employees, and contractors from liability or responsibility for any harm or injuries you may suffer during or as a result of your participation as a volunteer in the Town. It also provides that the Town will not be liable or responsible for harm to others resulting from your participation as a volunteer.

Complete all information requested in the Volunteer Agreement and acknowledge that you have read and accept the Release of Claims, Indemnity and Hold Harmless Agreement which follows.

**PLEASE CONSULT WITH AN ATTORNEY IF YOU HAVE ANY QUESTIONS CONCERNING
THESE DOCUMENTS.**

****All volunteers under the age of 18 must submit a signed Parental Consent, Release from Liability and Indemnity Agreement (attached to this set of documents) in addition to the within agreements of the volunteer.**

**TOWN OF MONTAGUE
VOLUNTEER AGREEMENT**

I hereby agree that if I am accepted as a volunteer worker for the Town of Montague, Massachusetts ("Town") I agree to comply with all of the rules and regulations which may be established from time to time by the Town. I understand that failure to comply with the rules and regulations of the Town may result in my immediate termination as a volunteer.

I understand that public relations are an important part of volunteering with the Town. On behalf of myself, my heirs and personal representatives, if accepted as a volunteer, I give the Town permission to use and publish photographs taken of me as a volunteer for use in its public relations efforts.

I shall not release, disseminate, or otherwise disclose information, materials, or documents of any type or nature of the Town provided or obtained during the course of providing said volunteer services in violation of the Massachusetts Conflict of Interest law or the Public Records Law, and shall refer any requests for information, materials, or documents of any type or nature to appropriate personnel in the department to which the I am assigned.

I understand and agree that if accepted as a volunteer, all services performed by me will be performed on a strictly voluntary basis, and that I will receive no remuneration, pay or compensation of any kind and that I will not be an employee of the Town.

Participant Information:

Name: _____

Address: _____ Telephone: _____

Date of Birth: _____ Health Insurance: _____

Emergency Contact:

Name: _____

Telephone: _____

I acknowledge that in serving the Town in the capacity described above there exists a risk of injury including physical harm or death, and that all services performed by me will be done at my own risk. I have read and understand, and agree to, the following Release of Claims, Indemnity and Hold Harmless Agreement.

Signed under the pains and penalties of perjury on this ____ day of _____, 201_.

Printed Name

Signature

THIS FORM MAY NOT BE ALTERED

**TOWN OF MONTAGUE
RELEASE OF CLAIMS, INDEMNITY AND
HOLD HARMLESS AGREEMENT**

I, _____, in consideration of my participation as a volunteer for the Town of Montague, Massachusetts ("Town"), and for other good and valuable consideration hereby acknowledged, do hereby agree on behalf of myself, my heirs, and personal representatives, to forever RELEASE the Town and its successors, assigns, employees, agents, staff, representatives, officers, volunteers, or contractors (the "Releasees"), regardless of title, assisting in the operations and activities of the Town, from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries or property damage which I may have as the result of my participation in the operations and activities of the Town or any of its departments.

I further acknowledge that such participation as a volunteer is voluntary and may expose me or my property to the risks resulting from the use of tools and equipment by myself and other volunteer workers and/or other activities. I therefore also promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to myself or others or property damage resulting from my participation as a volunteer for the Town or in the administration of first aid.

I hereby further covenant for myself, my successors, assigns, heirs and personal representatives not to sue the said Releasees on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the above mentioned parties from liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent to release the above mentioned parties from liability and defend and indemnify said parties for liability relating to any accident and resulting injuries and/or death that may occur as a result of my participation as a volunteer in the operations and activities of the Town or any of its departments.

Signed under the pains and penalties of perjury on this ___ day of _____, 201__

Printed Name

Signature

Witness Signature

THIS FORM MAY NOT BE ALTERED

**TOWN OF MONTAGUE
PARENTAL CONSENT, RELEASE FROM LIABILITY AND
INDEMNITY AGREEMENT****

(this form must be completed if Student/Volunteer is under the age of eighteen)**

I/We, the undersigned father, mother or guardian (*circle or insert legal relationship to student, e.g., "parent," "guardian"*) of _____ (*insert name of minor*)(*"my/our child"*), a minor, do hereby consent to my/our child's participation as a volunteer in the operations and activities of the Town of Montague (hereinafter "the Town").

I/We also agree to forever RELEASE the Town, a municipal corporation of the Commonwealth of Massachusetts, and all its employees, officers, agents, board members, volunteers and any and all individuals and organizations assisting or participating in programs of the Town or any of its departments ("the Releases") from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries to my child or property damage resulting from my child's participation as a volunteer in the operations or activities of the Town which I/we may now or hereafter have as the parent(s) or guardian(s) of said minor child and which said minor child has or hereafter may acquire, either before or after reaching majority.

I/We also promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to my child or property damage resulting from my child's participation in the operations and activities of the Town or in the administration of first aid.

I/We further affirm that I/we have read this Consent, Release from Liability and Indemnity Agreement, and that I/we understand the contents of this Agreement. I/We understand that my/our child's participation in Town operations and activities is voluntary and that my/our child and I/we are free to choose not to participate in said operations and activities. By signing this Agreement, I/we affirm that I/we have decided to allow my/our child to participate as a volunteer for the Town with full knowledge that the Releasees will not be liable to anyone for personal injuries and property damage my/our child or I/we may suffer as a result of my/our child's participation as a volunteer in operations or activities of the Town.

Signed under the pains and penalties of perjury on this _____ day of _____.

Parent(s) or Guardian(s) of:

Student/Volunteer

Printed Name

Signature

Printed Name

Signature

THIS FORM MAY NOT BE ALTERED