

**Town of Kittery, Maine**  
**Municipal Volunteer Program**  
**Volunteer Release and Waiver of Liability**

This Release and Waiver of Liability, (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (hereinafter "Volunteer"), in favor of the Town of Kittery, and its directors, officers, employees and agents.

Volunteer desires to work in a volunteer capacity for the Town of Kittery and to engage in activities related to being a volunteer on premises owned, operated or maintained by the Town of Kittery (the "Activities"). Volunteer does hereby freely, voluntarily, and without duress execute the Release under the following terms:

- 1. RELEASE AND WAIVER:** Volunteer, for him/herself and his or her legal representatives, spouse, heirs and assigns, does hereby release and forever discharge and hold harmless the Town of Kittery and its municipal departments, and its officers, directors, employees, agents, insurers and representatives, 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 the Town of Kittery.

Volunteer understands that this Release discharges the Town of Kittery from any liability or claim that the Volunteer may have against the Town of Kittery with respect to any bodily injury, illness, death, or property damage (hereinafter "loss") of such loss and without regard to whether the loss was caused by the negligence of the Town of Kittery or its officers, directors, employees, or agents or otherwise. Volunteer covenants not to bring any action against the Town of Kittery for any such loss. Volunteer also understands that the Town of Kittery does not assume any responsibility for obligation to provide financial 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 the Town of Kittery 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 the Town of Kittery. Volunteer authorizes the Town of Kittery, its agents, representatives, and other volunteers to act or refrain from acting, in accordance with their best judgment, on Volunteer's behalf in case of an emergency. Nothing in this paragraph or elsewhere herein shall create any affirmative obligation requiring the Town of Kittery, its officers, directors, employees, or volunteers to render any first aid to the Volunteer in the event of a medical issue.
- 3. INSURANCE:** Volunteer understands that, except as otherwise agreed upon by the Town of Kittery in writing, the Town of Kittery does not carry or maintain health, medical, disability or Workers Compensation insurance coverage for any volunteer.
- 4. OTHER:** Volunteer expressly agrees that the Release is intended to be as broad and inclusive as permitted by the laws of the State of Maine, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Maine. 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 will continue to be enforceable.

Initial: \_\_\_\_\_

IN WITNESS, WHEREOF, Volunteer (and Volunteer's parent/legal guardian if Volunteer is under age 18) has carefully read this Release and agrees with all its terms and conditions, and has executed this Release as of the day and year first written.

**Signature of Volunteer:** \_\_\_\_\_

Printed Name of Volunteer: \_\_\_\_\_

**Signature of Parent/Legal Guardian if Volunteer is 17 Years of Age or Under (must be at least 13 years old):**

\_\_\_\_\_

Printed Name of Parent/Legal Guardian: \_\_\_\_\_

\_\_\_\_\_ Mother \_\_\_\_\_ Father \_\_\_\_\_ Legal Guardian

**Witness Signature:** \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_

**Volunteer Information:**

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #s: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Work) \_\_\_\_\_

Email Address: \_\_\_\_\_