



**KENDALL COUNTY
FOREST PRESERVICE DISTRICT**
110 W. Madison Street
Yorkville, Illinois 60560
T: 630-553-4025
kcforest@kendallcountyil.gov

**VOLUNTEER ACKNOWLEDGEMENT AND
WAIVER AND RELEASE OF LIABILITY**

Date: _____

Volunteer's Name: _____

Volunteer's Address: _____

Volunteer's Phone: _____ **Volunteer's Email Address:** _____

Are you currently 18 years of age or older? Yes No

Emergency Contact Person's Name: _____ **Emergency Contact's Phone:** _____

In consideration for being permitted to volunteer at the Kendall County Forest Preserve District ("District"), the undersigned agrees to the following terms and conditions:

1. **Volunteer Requirements.** I will follow the directives of District staff, and I will wear all required safety equipment/gear requested by District staff.
2. **Acknowledgment and Acceptance of Risks.** I understand that volunteering at the District involves certain risks. I understand that these risks include risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others while volunteering at the facility. I affirm that I am volunteering with knowledge of the hazards and potential dangers involved, and I agree to accept all risks set forth above. I confirm I am physically able to participate as a volunteer at the District.
3. **Waiver and Release of Claims.** I agree, on behalf of myself and my family, heirs, assigns, and personal representative(s) to release, hold harmless, and agree to indemnify and defend (with counsel of their own choosing) the District, its elected officials, employees, and agents (collectively referred to as "Releasees") from and against any claims, losses, liabilities, costs and expenses (including, but not limited to attorneys' fees, expert fees, and court costs) for injury to person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, resulting from any cause while volunteering for District. Releasees' participation in their defense shall not remove my duty to indemnify, defend, and hold Releasees harmless, as set forth above. This is a complete and irrevocable release and waiver of liability.
4. **Insurance.** I understand and agree the Releasees are under no obligation to provide, carry or maintain health, medical, travel, disability, and/or any other insurance coverage for volunteers. Volunteers are expected and encouraged to obtain their own insurance coverage.

The Kendall County Forest Preserve District complies with the Americans with Disabilities Act. To request a reasonable accommodation, please contact the Kendall County Forest Preserve District at (630) 553-4025.

5. **Authorization to Seek Emergency Medical Treatment.** I authorize the Releasees to seek emergency medical treatment on my behalf in case of injury, accident, or illness while volunteering with the District. I shall be responsible for payment of all expenses and damages I sustain from such injury, accident and/or illness.
6. **Consent to Record/Photograph.** I consent to the use of my image in any format for District informational and marketing purposes without compensation. I understand this consent can be revoked at any time by sending written notice to the District at 110 W. Madison Street, Yorkville, Illinois 60560.
7. **Loss or Theft of Personal Property.** By signing below, I affirm that Releasees are not responsible for any loss or theft of my personal property brought to and/or left at District and/or at District events.
8. **Entire Agreement.** This Volunteer Acknowledgment and Waiver and Release of Liability (“Waiver”) represents the entire agreement between the parties regarding its subject matter and there are no other promises or conditions in any other agreement whether oral or written. This Waiver supersedes any prior written or oral agreements between the parties regarding its subject matter and may not be modified except in writing acknowledged by both parties.
9. **Choice of Law and Venue.** This Waiver shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidation shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
10. **No Employment Contract.** My execution of this Waiver and my volunteer services does not create any contract of employment with Releasees. I am volunteering without promise, expectation, and/or receipt of any compensation or benefits from District.

I HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND AND AGREE TO ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.

Volunteer’s Signature

Date

PARENTAL/LEGAL GUARDIAN CONSENT FOR VOLUNTEERS UNDER 18

The below must be completed by the volunteer’s parent or legal guardian if the volunteer is under 18 years of age:

I, the parent/legal guardian of the above-named minor volunteer, have read, understand and agree to this waiver. I consent to my child’s participation in volunteer activities at Kendall County Forest Preserve District and agree to all terms stated above. I also authorize emergency medical treatment for my child if necessary and accept responsibility for all related costs and damages.

Parent/Legal Guardian Printed Name: _____

Signature: _____ Date: _____

Phone: _____



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**EMPLOYEE ADDENDUM TO
VOLUNTEER ACKNOWLEDGEMENT & WAIVER OF LIABILITY**

*(to be completed by any current District employee requesting to volunteer
for the District during their non-compensated time)*

Date: _____

Volunteer's Name: _____

I am currently employed by the District. Yes No

If you checked "yes", please complete and return this Employee Addendum Form to the District before you begin your volunteer work.

The undersigned agrees to the below terms and conditions, which are incorporated into my signed Volunteer Acknowledgment and Waiver and Release of Liability ("Waiver"):

1. I currently work at the Kendall County Forest Preserve District ("District").
2. I am requesting to volunteer for the District during my non-working time, and my request is made freely and without coercion.
3. I will only volunteer at the District during non-compensated, non-working time.
4. **While volunteering at the District, I will not perform any services that are the same type of services that I perform and/or am assigned to perform for the District.**
5. My volunteer hours at the District are not considered "hours worked" and will not be applied toward benefits and/or service credits by the District. I affirm that I am not receiving any compensation for volunteering at the District.
6. By signing below, I agree to the above terms and conditions.

Volunteer's Signature

Date

Reviewed by:

Employer's Signature

Date