

## VOLUNTEER WAIVER AND RELEASE FORM

### Finger Lakes Institute – Hobart and William Smith

**THIS IS A RELEASE OF LEGAL RIGHTS -PLEASE READ CAREFULLY!  
EACH VOLUNTEER MUST SUBMIT THIS FORM IN ORDER TO PARTICIPATE.**

#### Waiver and Release

The Volunteer freely and voluntarily executes this Waiver and Release under the following terms:

The Volunteer does hereby release and forever discharge and hold Hobart and William Smith (HWS) harmless from any and all liability, claims, and demands, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with the Institute.

The Volunteer understands that this Waiver and Release discharges the Institute from any liability or claim that the Volunteer may have against the Institute with respect to any bodily injury, personal injury, illness, death, or property damage that may arise out of, result from, or relate to Volunteer's Activities, however caused, including negligence. The Institute is not released from liability for harm resulting from intentional or reckless conduct. The Volunteer understands that the Institute does not assume responsibility for or obligation to provide financial assistance, including but not limited to medical, health, or disability insurance.

#### Activities

The Volunteer desires to engage in activities related to invasive species management (the "Activities"). The Volunteer understands that the Activities are physically demanding and involve inherent risks, including but not limited to:

- **Water-Based Activities:** Operation of canoes, kayaks, or other watercraft; risks of capsizing, drowning, and exposure to cold water or currents during water chestnut pulls,
- **Environmental Hazards:** Exposure to extreme weather (heat, cold, rain); uneven or slippery terrain; and heavy vegetation.
- **Biological Hazards:** Exposure to stinging insects, tick-borne illnesses (e.g., Lyme Disease), and waterborne pathogens.
- **Equipment Use:** Use of hand tools (e.g., loppers, rakes, shovels), light machinery, and lifting heavy bags or floats of plant material.

The Volunteer agrees to follow all safety instructions, including the proper use of Personal Flotation Devices (PFDs) where required. Volunteer will not participate in any activity with which they are not comfortable.

#### Medical Treatment

The Volunteer does hereby release and forever discharge HWS from any claims whatsoever which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities.

#### Personal Equipment & Supplies

The Volunteer understands that they are responsible for the maintenance, safety, and proper operation of any personal equipment brought to the Activities (e.g., kayaks, canoes, paddles, life jackets, or hand tools). The Institute is not responsible for the loss, theft, or damage of any personal property or equipment. The Volunteer agrees that all personal equipment used during the Activities must be in good working order and meet all applicable safety standards.

**Volunteer Status**

The Volunteer understands that they are not an employee of Hobart and William Smith Colleges and will not receive compensation. The Volunteer understands that as a volunteer, they are not covered by the Workers' Compensation Laws of the State of New York.

**Insurance**

The Volunteer understands that the Institute does not maintain health, medical, or disability insurance coverage for any volunteer. Each volunteer is encouraged to obtain their own medical or health insurance coverage.

**Photographic Release**

The Volunteer grants to the Institute the right to take photographs and video/audio recordings of the Volunteer during Activities. The Volunteer grants all right, title, and interest in these materials to the Institute for use in any media, including promotional and educational materials, without royalties or compensation. Signature of this form constitutes "written consent" for the purposes of Section 50 of the New York Civil Rights Law.

**Construction of Waiver and Release & Severability**

The Volunteer expressly agrees that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of New York. If any provision is held to be invalid by a court, the remaining provisions shall continue to be enforceable.

**Term**

This Waiver and Release shall apply to all Activities performed by the Volunteer for the Institute, no matter when performed. Continued participation in future seasons following the signing of this form shall be deemed ongoing assent to these terms.

**I have read this Waiver and Release thoroughly and fully understand and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made any representations, statements, or inducements that change or modify anything written in this Waiver and Release.**

**Volunteer's Full Name:** \_\_\_\_\_  
(print name legibly)                      *First Name*                      *Middle Name*                      *Last Name*

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

**City/State/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Volunteer's Signature:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Guardian Signature (if under 18):** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_