



Release, Indemnification, and Waiver of Liability Form for Volunteers

This release, indemnification, and waiver of liability form (“Release”) is executed by the undersigned, a volunteer with Morley Library. If the volunteer is a minor, this Release shall be executed by the parent or legal guardian on behalf of said minor volunteer.

The undersigned agrees and understands that all work, activities, and/or services (“Duties”) performed on behalf of Morley Library by the below-identified volunteer (“Volunteer”) will be rendered without compensation, remuneration, or any other benefits traditionally associated with employment. Volunteer understands that Duties may include physical labor and/or office work. Duties shall be assigned to Volunteer appropriately based on the specific abilities of Volunteer. Volunteer understands and agrees to perform all Duties as a volunteer in compliance with the rules, regulations, and policies of Morley Library.

The undersigned does hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **RELEASE, INDEMNIFICATION, AND WAIVER:** The undersigned does hereby release and forever discharge, waive, hold harmless, and indemnify Morley Library, its board, employees, agents, contractors, and/or volunteers, and its successors and assigns, from any and all liability, claims, and damages of whatever kinds or nature, either in law or in equity, which arise or may hereafter arise from the performance of Volunteer Duties with Morley Library.

The undersigned understands that this release discharges Morley Library from any liability or claim that the Volunteer, and/or the Volunteer’s next of kin or heirs, may have against Morley Library with respect to any injury, illness, death, or damage to person or property that may result from the performance of Volunteer’s Duties with Morley Library, whether caused by negligence of Morley Library, its board, employees, agents, contractors, and/or volunteers, or otherwise. The undersigned also understands that Morley Library does not assume any responsibility for or obligation to provide financial assistance, including but not limited to medical, health, or disability insurance in the event of an injury.

It is the practice of Morley Library that Duties be age-appropriate and limitations be placed on participation under such guidelines as deemed necessary to safely and effectively conduct such Duties. Volunteers must be thirteen (13) years of age or older. Ultra-hazardous activities such as using power tools, large-scale demolition and excavation, or working on rooftops is not permitted by anyone under the age of 18.

2. **MEDICAL TREATMENT:** The undersigned, on behalf of him/herself and all next of kin and heirs, does hereby release and forever discharge Morley Library, its board, employees, agents, contractors, and/or volunteers 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 Duties with Morley Library.
3. **ASSUMPTION OF THE RISK:** The undersigned understands that the Duties may include work that may be hazardous to the Volunteer. The undersigned hereby expressly and specifically assumes the risk of injury or harm in the performance of Duties.

4. **INSURANCE:** The undersigned understands that except as otherwise agreed to by Morley Library in writing, the Library does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each volunteer is expected and encouraged to obtain his/her own medical and health insurance coverage.
  
5. **PHOTOGRAPHIC RELEASE:** The undersigned does hereby give Morley Library consent to record, videotape, photograph, or otherwise capture the name, voice, signature, photograph, image, likeness, and/or distinctive appearance (“Personae”) of the Volunteer, which may be used by Morley Library in its sole discretion for marketing, advertising, publicity, or other purposes. The undersigned understands that no compensation will be provided for the use of Volunteer’s Persona, and that Volunteer may not be informed in advance of the use of Volunteer’s Persona. The undersigned releases and holds harmless Morley Library, its board, employees, agents, contractors, and/or volunteers from any liability for injury or damage, of any kind whatsoever, which arises from the use of Volunteer’s Persona by Morley Library. The undersigned understands that this release shall have no expiration.

Complete this portion only if you **DO NOT** give Morley Library permission to videotape, photograph, or otherwise record you:

**I DO NOT** give permission to Morley Library to record, videotape, photograph, or otherwise capture my Persona in any manner whatsoever.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

6. **OTHER:** The undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. The undersigned agrees that in the event that any clause of provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of such clause of provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. Any dispute arising out of this Release shall be filed in a court of competent jurisdiction in Lake County, Ohio.

**In signing this Release, I acknowledge and represent that I have read the foregoing document carefully and completely, understand it, and sign it voluntarily as my own free act and deed. No oral representations, statements, or inducements, apart from the foregoing, have been made and I execute this document fully intending to be bound by the same.**

The undersigned has executed this Release as of the date indicated below:

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Volunteer – Printed Name

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Volunteer – Signature

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Date

If volunteer is a minor child:

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Parent/Guardian – Printed Name

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Parent/Guardian – Signature for Minor Volunteer

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Date

To be completed by all volunteers:

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

Cell phone: \_\_\_\_\_

Alternate phone: \_\_\_\_\_

*Adopted by the Board of Trustees on February 19, 2025*