



Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

In consideration of being allowed to participate as a volunteer for the Ohio Department of Natural Resources (“ODNR”) and all the benefits of such participation, I, the undersigned, understand, appreciate, and agree that:

1. While volunteering for ODNR, I will be in an outdoor environment and in facilities where many hazards exist and I am aware of and appreciate the risks posed by such hazards.
2. The risk of injury from volunteering for ODNR is significant and includes the potential for serious injury or death, and while rules, training, equipment, safety initiatives, and personal discipline may reduce this risk, risk nonetheless exists.
3. I KNOWINGLY and FREELY ASSUME ALL SUCH RISKS, both known and unknown, associated with volunteering for ODNR. Understanding the risks, I voluntarily desire to participate in ODNR volunteer activities.
4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS of volunteering for ODNR EVEN IF SUCH RISKS ARISE FROM THE INTENTIONAL OR NEGLIGENT CONDUCT OF RELEASEES (defined below in Section X) or others, and whether or not such risks are covered by my personal health insurance or any other types of insurance — I assume full responsibility for my participation as a volunteer for ODNR.
5. I acknowledge and agree that I am solely responsible for my personal health and safety and the personal property I bring with me.
6. I agree that I am physically capable of participating in the ODNR volunteer activities. If I am aware of or under treatment for any physical infirmity, ailment, or illness, I will obtain my healthcare provider’s approval to participate in the ODNR volunteer activities and I will maintain personal health insurance while participating in ODNR volunteer activities. I further understand that I may be asked to provide a doctor’s note or other proof that my healthcare provider has permitted me to participate in ODNR volunteer activities.
7. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of ONDR on-site personnel or first-responders, I require medical care.
8. While participating in ODNR volunteer activities, I willingly agree to abide by all rules and regulations established by ODNR personnel, the instructions of ODNR personnel, and all applicable laws and regulations.
9. If I observe any unusual, significant hazard during my presence at or while participating in ODNR volunteer activities, I will remove myself from the hazard and immediately notify ODNR personnel.
10. I, on behalf of myself and my heirs, assigns, personal representatives, administrators, estate, and next of kin, HEREBY voluntarily, irrevocably, and forever: (i) RELEASE ODNR, its employees, agents, representatives, and other volunteers, (collectively, “RELEASEES”), FROM ANY AND ALL LIABILITY WHATSOEVER,

INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY AND ALL INJURIES, DISABILITIES, DEATH, LOSSES OR DAMAGES TO PERSON OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH MY PARTICIPATION IN ODNR VOLUNTEER ACTIVITIES, WHETHER OR NOT CAUSED BY THE INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; (ii) WAIVE MY RIGHT TO SUE OR MAKE ANY DEMAND WHATSOEVER against any RELEASEE for any damages or losses arising, directly or indirectly, in connection with my participation in ODNR volunteer activities; and (iii) AGREE NEVER TO SUE ANY RELEASEE asserting any claim for damages or losses suffered, directly or indirectly, in connection with my participation in ODNR volunteer activities; and (iv) AGREE TO INDEMNIFY AND HOLD EACH RELEASEE HARMLESS from any and all claims, demands, suits, damages, expenses, costs, liabilities, judgments, settlements and losses of any kind suffered or incurred by any RELEASEE and arising, directly or indirectly, in connection with my participation in ODNR volunteer activities.

11. I understand this Waiver, Release of Liability, and Assumption of Risk agreement inures to the express benefit of the RELEASEES and may be relied upon and enforced by any RELEASEE. I also understand that the effectiveness of the Waiver, Release of Liability, and Assumption of Risk agreement shall indefinitely survive my participation in ODNR volunteer activities.

12. I understand that my name, photograph, voice, or likeness may be used in perpetuity, alone or in combination with other materials or content, by ODNR for informational, educational, promotional and publicity purposes, among others, including but not limited to use on websites or in publications, displays, newspapers, magazines, advertisements, reports, videotapes, audiotapes and other media. I consent to, license, and authorize, in advance, all such uses and waive all rights of privacy I have in connection therewith. I further understand that I will not be compensated for any such use. I also agree to release ODNR from any and all liability arising out of or connected to the use of my name, photograph, voice or likeness as stated above.

I HAVE CAREFULLY READ THIS WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT, UNDERSTAND IT, AND AGREE TO ITS TERMS.

Signed: _____

Date: _____

Printed Name: _____

PARENTAL CONSENT (Please complete if volunteer is under the age of 18.)

I certify that I am the parent or legal guardian of the minor participating in ODNR volunteer activities. I consent to the minor's participation in ODNR volunteer activities. I have read this waiver, release of liability, and assumption of risk agreement, understand it, and agree to its terms on behalf of the minor.

Signed: _____

Date: _____

Printed Name: _____

Name of Minor: _____