

Volunteer Waiver and Release of Liability

1. Introduction

- a. The Mule Deer Foundation's mission is to conserve mule deer, black-tailed deer, and their habitat. We deeply appreciate your willingness to volunteer your time and effort in support of that mission.
- b. As a condition of participating in volunteer activities, you must read, understand, and sign this Volunteer Waiver and Release of Liability ("Waiver").
- c. For purposes of this Waiver, "Activities" include all volunteer work performed on behalf of the Mule Deer Foundation, including but not limited to:
 - i. Habitat improvement and conservation projects
 - ii. Field work in remote or undeveloped areas
 - iii. Use of hand tools, power tools, equipment, or vehicles
 - iv. Event setup, teardown, and staffing
 - v. Administrative or general volunteer support
 - vi. Travel to and from volunteer sites
 - vii. Any other activities conducted under the direction or coordination of the Mule Deer Foundation

2. Assumption of Risk and Release of Liability

- a. I understand that participation in the Activities involves inherent risks. These risks may include, but are not limited to:
 - i. Exposure to wildlife, insects, plants, and environmental hazards
 - ii. Uneven terrain, extreme weather, and remote locations
 - iii. Use of tools, machinery, or vehicles
 - iv. Physical exertion, lifting, or manual labor
 - v. Interaction with other volunteers or members of the public
- b. I acknowledge that no amount of care, instruction, or expertise can eliminate all risks associated with the Activities.
- c. I voluntarily assume all risks, known and unknown, associated with my participation.
- d. TO THE FULLEST EXTENT PERMITTED BY LAW, I RELEASE, WAIVE, AND DISCHARGE the Mule Deer Foundation, its officers, directors, employees, agents, chapters, sponsors, partners, and volunteers (collectively, "Released Parties") from any and all claims, demands, causes of action, damages, losses, or liability arising out of or relating to my participation in the Activities, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES.
- e. This release applies to personal injury, illness, death, property damage, and any other loss or expense that may occur.





Mule Deer Foundation
1785 East 1450 South, Suite 210
Clearfield, UT 84015 - 801-973-3940
WWW.MULEDEER.ORG

3. Indemnification

- a. I agree to indemnify and hold harmless the Released Parties from any claims, damages, losses, liabilities, or expenses (including reasonable attorney's fees) arising out of or related to my participation in the Activities, including claims brought by third parties as a result of my actions.

4. Volunteer Status

- a. I am volunteering my time freely and without expectation of compensation.
- b. I am not an employee of the Mule Deer Foundation.
- c. I am not entitled to wages, benefits, workers' compensation coverage, or other employment-related protections.

5. Compliance and Equipment Use

- a. I will follow all safety rules, policies, and instructions provided by the Mule Deer Foundation or project leaders.
- b. I will act responsibly and within the scope of assigned duties.
- c. If I operate any vehicle, machinery, equipment, or tools in connection with the Activities, I represent that:
 - i. I am properly trained and qualified to do so.
 - ii. I will operate such equipment safely and only as directed.
 - iii. I possess any required licenses or certifications.

6. Medical Authorization

- a. I certify that I am physically capable of participating in the Activities. I understand that I am responsible for my own medical insurance coverage.
- b. In the event of an emergency, I authorize the Mule Deer Foundation to obtain medical treatment for me if necessary. I understand that I am responsible for any costs associated with such treatment.

7. Governing Law and Venue

- a. This Waiver is governed by the laws of the State of Utah.
- b. Any dispute arising out of or relating to this Waiver shall be brought exclusively in a court of competent jurisdiction located in Salt Lake County, Utah; Utah County, Utah; or Davis County, Utah.
- c. If any provision of this Waiver is found unenforceable, the remaining provisions shall remain in full force and effect.





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8. Acknowledgment

By signing below, I acknowledge that:

- a. I have read this Waiver carefully and fully understand its contents.
- b. I understand that I am giving up substantial legal rights.
- c. I sign this Waiver voluntarily and without inducement.

Volunteer Name: _____

Volunteer Signature: _____

Date: _____

If volunteer is under the age of 18:

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____

Media Release and License Waiver

- a. By initialing below, I grant the Mule Deer Foundation:
 - i. Permission to photograph, record, and capture my image, likeness, name, voice, and participation in the Activities (“Materials”); and
 - ii. A perpetual, worldwide, royalty-free, transferable, sublicensable, irrevocable license to use, reproduce, modify, distribute, display, and create derivative works from the Materials for promotional, advertising, educational, fundraising, and other lawful purposes.
- b. I understand:
 - i. I will not receive compensation for the use of the Materials.
 - ii. The Mule Deer Foundation owns all rights to the Materials.
 - iii. The Mule Deer Foundation is not obligated to use the Materials.
 - iv. I waive any right to inspect or approve the Materials or their use.

Volunteer Initials: _____

Parent/Guardian Initials: _____

