

LIABILITY WAIVER, ASSUMPTION OF RISKS AND, INDEMNITY AGREEMENT RELEASE AND INDEMNIFICATION AGREEMENT

Hereinafter referred to as "this Agreement"

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY!

TO: The Buckeye Trail Association, Inc., their trustees, officers, employees, instructors, representatives and volunteers.

ASSUMPTION OF RISKS

I am aware that participating in Buckeye Trail Association events involves accepting the inherent and other risks, dangers and hazards associated with this event, including, but not limited to:

Trail maintenance and construction, volunteerism, hiking in variable terrain, including hills, loose rock, steep and slippery slopes, stream crossings, obstacles including rocks, trees and other objects, and rock fall, and difficult route finding; inclement and changeable weather conditions, storms, lightning and wind, and the potential for cold weather and cold water immersion injuries including hypothermia, and heat related injuries including sunburn and heat stroke, and the failure for any reason of Buckeye Trail Association, Inc., their trustees, officers, employees, instructors, representatives and volunteers to predict weather conditions; failure to hike or camp safely or within my ability or within the areas designated by Buckeye Trail Association, Inc., their trustees, officers, employees, instructors, representatives and volunteers ; travel by motor vehicle, and by foot in remote and rugged areas, with communication difficulties in the event of an accident and difficulty and delays in obtaining medical and rescue assistance; wild animals and biting insects; travel by motor vehicle to and from trip locations, and in changeable weather, road conditions; delays in event itinerary which affect travel schedules and other commitments; and, NEGLIGENCE of other event participants and NEGLIGENCE on the part of the Buckeye Trail Association, Inc., their trustees, officers, employees, instructors, representatives and volunteers.

I voluntarily wish to participate in this trip and freely accept and fully assume any and all risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Buckeye Trail Association, Inc., their trustees, officers, employees, instructors, representatives and volunteers, accepting my registration and permitting me to participate in this event, I hereby agree as follows: 1. TO RELEASE Buckeye Trail Association, Inc., their trustees, officers, employees, instructors, representatives and volunteers from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in this trip due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF BUCKEYE TRAIL ASSOCIATION, INC., THEIR TRUSTEES, OFFICERS, EMPLOYEES, INSTRUCTORS, REPRESENTATIVES AND VOLUNTEERS ; 2. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE BUCKEYE TRAIL ASSOCIATION, INC., THEIR TRUSTEES, OFFICERS, EMPLOYEES, INSTRUCTORS, REPRESENTATIVES AND VOLUNTEERS; 3. TO HOLD HARMLESS AND INDEMNIFY THE BUCKEYE TRAIL ASSOCIATION, INC., THEIR TRUSTEES, OFFICERS, EMPLOYEES, INSTRUCTORS, REPRESENTATIVES AND VOLUNTEERS ; from any and all liability, including lawyer's fees and court costs, for any damage to property of, or personal injury to, any third party, resulting from my participation in this event; and 4. All of the terms of this Agreement are binding on me, my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

EVACUATION AND MEDICAL COSTS

I understand and agree that I am solely responsible for any rescue costs and any applicable charges for medical services.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THE REVERSE SIDE OF THIS FORM I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS OR ASSIGNS MAY HAVE AGAINST BUCKEYETRIL ASSOCIATION, INC., THEIR TRUSTEES, OFFICERS, EMPLOYEES, INSTRUCTORS, REPRESENTATIVES AND VOLUNTEERS. I SIGN THIS AGREEMENT ON MY OWN FREE WILL.

Buckeye Trail Association Volunteer Agreement

Volunteers like you are the heart and soul of Ohio's Buckeye Trail. Since 1959 Buckeye Trail Volunteers have carried the vision of a 1,400+ mile hiking trail around the state through their hard work building, maintaining, preserving and promoting the use of the BT. From the Board of Trustees, to each Trail Adopter, to producing hiking maps, and organizing great annual events, BTA Volunteers can do it all. To ensure that we do a good job at recruiting, supporting, engaging and celebrating BTA Volunteers we ask you to take this first step.

Completion of this agreement is required of all Buckeye Trail Volunteers, regardless of assignment. Your signature below indicates that you have read the entire BTA Volunteer Handbook and understand the roles, rights, and responsibilities of becoming a BTA volunteer. Your signature also indicates that you have agreed to the BTA Liability Waiver and Assumption of Risk. Once it is received by the BTA, a staff member will also sign the document guaranteeing to uphold our end of the agreement. This agreement will be in effect for the duration of your volunteer service, beginning on the date below.

The BTA agrees to:

- Provide meaningful and rewarding volunteer experiences benefiting the Buckeye Trail.
- Support Volunteers by providing necessary paperwork, manuals, and contact information
- Introduce you either personally or electronically to your volunteer leader
- Provide you a volunteer supervisor to help guide you in your BTA assignment
- Provide an "open door policy" through the Volunteer Coordinator to express concerns
- Acknowledge and celebrate Volunteer accomplishments based on the input received from volunteer leaders, staff, and other volunteers.
- Provide trainings for volunteers based on volunteer input.
- Whenever possible, provide you with the tools and training necessary to carry out your volunteer assignment.
- Provide individual volunteer hour reports upon request.
- Provide a safe work environment free of discrimination, harassment, or any behaviors otherwise which violate the policies of the Buckeye Trail Association.

As a Volunteer for the Buckeye Trail Association:

- I agree to abide by all policies of the BTA set forth by the BTA Board of Trustees.
- I understand that this is an uncompensated volunteer position and I may work alongside paid employees.
- I agree to and understand the job description for this position.
- If no job description currently exists, I will assist in developing one with the Volunteer Coordinator or my volunteer supervisor.
- I agree to participate in BTA volunteer orientation and/or training as directed by the Volunteer Coordinator or other volunteer supervisor.
- I acknowledge that, although serving as a volunteer, the public may regard me as a representative of the BTA, and will conduct myself accordingly. I will be courteous and helpful while engaging with the public or other BTA volunteers and I will not engage in the inappropriate behaviors listed in the Volunteer Handbook.
- I agree to contact my volunteer supervisor as soon as possible if I am unexpectedly unable to fulfill a scheduled volunteer commitment.
- I understand that the BTA has liability coverage limited to registered volunteers working within the scope of their assignment and on behalf of the BTA. I will immediately report any on-the-job injury or illness, no matter how minor, to my volunteer supervisor.
- I understand that the BTA is a volunteer-based organization and that most of the volunteer leadership positions are in turn filled by volunteers with other demands on their personal time.
- I understand that either I or the BTA can end my volunteer service at any time.

Please initial the following statements indicating that you have read and understand your rights and responsibilities as a BTA volunteer.

1. _____ I have read and understand the BTA Volunteer Handbook, including this Volunteer Agreement and accept the role of becoming an official Buckeye Trail Volunteer.
2. _____ I have read the BTA Liability Waiver (above), accept the potential risk involved with volunteering with the BTA and agree to the terms and conditions of said waiver.
3. _____ I have read my anticipated job description and understand what is expected of me in this position. I also have read and understand the potential hazards (JHA) of the position.

I, _____ (please print name clearly) hereby agree to volunteer my time and energy to the Buckeye Trail Association as:

(Project or Position Title)

Applicant Signature

Print Name

Date

To be completed by BTA Staff

Staff Signature

Print Name

Date