

**Potomac Valley Audubon Society
P.O. Box 578
Shepherdstown, WV 25443**

Comprehensive Release for Volunteer Activities

Liability Release (A)

I, _____ have volunteered to assist the Potomac Valley Audubon Society, a nonprofit corporation organized and existing under the laws of the State of West Virginia ("PVAS").

I have volunteered my time and services because of my support for PVAS and my desire to participate actively in the furtherance of its work. I understand that my activities as a volunteer entail a risk of physical injury or death and that I may be exposed to hazards arising from vehicular travel over both improved and primitive roads, use of tools and equipment, and strenuous manual labor. I further understand that accidents or injuries may occur in locations or under circumstances where medical attention is not readily available. I expressly assume all risks associated with or arising from my volunteer activities. Because the assertion of claims against PVAS for personal injury occurring during my volunteer service would be antithetical to my support of PVAS and its goals and would reduce the ability of PVAS to accomplish its charitable purposes, I grant this release.

I agree to abide by all rules and regulations of PVAS regarding safety and use of all equipment. On behalf of myself, my estate and the personal representative thereof, my heirs and assigns, I hereby forever release PVAS, its officers, directors, employees and agents, from any and all costs, claims, losses, liabilities or damages arising from or in any way related to, my service as a volunteer. I intend this release to be effective, regardless of whether the claim of liability is asserted in negligence, strict liability in tort, or other theory of recovery. For myself, my estate and the personal representative thereof, my heirs and assigns, I covenant and agree to make no claim, nor to institute any suit, action or proceeding against PVAS, its officers, directors, employees and agents, relating to any accident, incident or occurrence arising out of, or in connection with, my volunteer activities.

Initials: _____

Confidentiality Statement (B)

As a volunteer for PVAS, I acknowledge that I may have access to confidential and privileged information and materials obtained through my affiliation with PVAS. I shall not share any such information or materials with anyone within or outside the organization not intended to receive them. This includes, but is not limited to, the following:

- Specific location of rare plants or animals, which might lead to unauthorized collecting;
- PVAS financial, membership, or donor information in files, databases or mailings.

Initials: _____

Consent and Release for Publication of Photographs (C)

I, the undersigned, hereby grant PVAS permission to take photographs of me, and irrevocably consent to and authorize the use and reproduction by PVAS, or anyone duly authorized by PVAS, of any and all such photographs, for any legitimate purposes, including for advertising, trade and editorial purposes, at any time in the future in all media now known or hereafter developed, throughout the world. I also consent to the use of my name in connection with such photographs. I hereby release, indemnify and hold harmless PVAS and its officers, directors, agents and employees from any and all claims which may result at any time by reason of the use of my image and name, including, without limitation, claims of privacy. My heirs, executors, administrators and assigns shall be bound by this consent and release. I am over the age of 18.

Initials: _____

Name *(please print)*

Signature

Address

Phone

Date

IF PERSON IS NOT OF LEGAL AGE: I represent that I am the parent/guardian of the above-named person. I hereby grant permission for this minor to engage in these volunteer activities; I relinquish and assign all rights, title and interest, if any, in the photographs described in Part C above; I consent to the foregoing release of liability, confidentiality statement, and consent and release to publication of photographs in my own behalf, and on his/her behalf; and I hereby release, indemnify and hold harmless PVAS and its officers, directors, agents and employees from any and all claims arising out of any of the matters described in parts A, B and C above.

Name *(please print)*

Signature

Relationship