

# WEST VIRGINIA DIVISION OF NATURAL RESOURCES

## VOLUNTEER AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the West Virginia Division of Natural Resources, \_\_\_\_\_ Section/Office, hereinafter known as the Division, and \_\_\_\_\_ hereinafter known as the Volunteer.

The Volunteer will work a minimum of 1 hour per week in duties designated by the supervisor and/or other members of the Division of Natural Resources staff. The Volunteer will work during the period January 1 to December 31. These services, performed by the Volunteer, are free.

The Volunteer has been advised by The WV Master Naturalist Coordinator of the dangers inherent in volunteer work with the Division of Natural Resources personnel. The Volunteer's work location will be decided at the time of activity selection. Duties may include, but are not restricted to fulfilling the volunteer obligations of the WV Master Naturalist Program.

The Volunteer assumes all risks in working under this Agreement and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property, including their own person or property, and hereby covenants and agrees to indemnify and keep harmless the State of West Virginia, Division of Natural Resources, and its commissioners, officers, employees, and agents and Master Naturalist Program sponsoring agencies and organization's agents, employees, officers and successors from any and all claims, suits, losses, damage, or injury to persons or property, including their own person or property, of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this agreement, including but not limited to, liability arising out of intentional or reckless misconduct or gross negligence.

The Volunteer hereby expressly waives any and all claims for compensation of any kind and for any and all losses or damages sustained for any reason, and forever releases and discharges the State of West Virginia, Division of Natural Resources and its commissioners, officers, employees, and agents and the Master Naturalist Program sponsoring agencies and organization's employees, officers and successors from any and all demands, claims, actions, and causes of action, including but not limited to, liability arising out of intentional or reckless misconduct or gross negligence.

Services provided under this Agreement will not displace full-time employees. Existing contracts for services will not be impaired by this Agreement.

This Agreement may be cancelled at any time at the discretion of the Section Chief/Administrator or the Volunteer without notice.

Nothing herein contained shall create or be construed as creating a partnership between the Division of Natural Resources and the Master Naturalist Program sponsoring agencies and organizations and the Volunteer or to constitute the Volunteer as an agent of the Division of Natural Resources or the Master Naturalist Program sponsoring agencies and organizations.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and duly authorized this Agreement.

Section Chief/  
Administrator:

\_\_\_\_\_  
(Signature) (Date)

Curtis I. Taylor  
Section Chief/Administrator

Wildlife Resources  
Section/Office

Supervisor:

\_\_\_\_\_  
(Signature) (Date)

I am aware that volunteer work with the Division of Natural Resources and other Master Naturalist Program sponsoring agencies may be dangerous in some circumstances and that I may suffer bodily damage arising out of participating as a Volunteer. However, I voluntarily choose to assume these risks and participate as a Volunteer. I have read and executed this document with full knowledge of its significance.

Volunteer:

\_\_\_\_\_  
(Signature) (Date)

If the Volunteer is under the age of 18, parental signature is required.

Volunteer:

\_\_\_\_\_  
(Signature) (Date)

Parent:

\_\_\_\_\_  
(Signature) (Date)