## **Gravenhurst Public Library**

## Volunteer Release of Liability Agreement



| l,                          | (please | print | name) | am | a | volunteer | for | the |
|-----------------------------|---------|-------|-------|----|---|-----------|-----|-----|
| Gravenhurst Public Library. |         |       |       |    |   |           |     |     |

## I HEREBY ACKNOWLEDGE AND UNDERSTAND the following:

- **A. ASSUMPTION OF RISKS** I accept full responsibility for the risks, dangers and hazards that I am assuming by participating as a volunteer. I freely accept and fully assume all the risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from my participation as a volunteer.
- **B. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT** In consideration of the Gravenhurst Public Library permitting me the opportunity to participate as a volunteer, and for other valuable consideration that I acknowledge is sufficient and that I have received, I agree as follows:
- I WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Gravenhurst Library Board and I RELEASE the Gravenhurst Library Board from any and all liability for any loss, damage, or injury including my death that I may suffer or that my next of kin may suffer as a result of my participation as a volunteer, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED TO ME BY the Gravenhurst Library Board, OR FAILURE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING AS A VOLUNTEER.
- I HOLD HARMLESS AND INDEMNIFY the Gravenhurst Library Board from any liability for any property damage or personal injury to any third party resulting from my participation as a volunteer. The parties are invited to obtain independent legal advice, which shall be deemed to have been obtained or waived by the signing of this waiver.

This agreement is to fully bind my heirs, next-of-kin, executors, administrators, assigns and representatives.

This agreement and any rights, duties and obligations between me and the Gravenhurst Library Board shall be governed by and interpreted solely by laws of the Province of Ontario.

Any litigation involving the Gravenhurst Library Board and I must be brought only in Gravenhurst and is the exclusive jurisdiction of the Courts of the Province of Ontario. In entering into this agreement I am not relying on any oral or written representations made by the Board, employees, servants and agents, officers regarding the safety of volunteering, other than what is set forth in this agreement.

**C. ACKNOWLEDGEMENT OF NO INSURANCE** — I am aware that the Gravenhurst Library Board does not provide me with any disability, accident or medical insurance or compensation and that I am not covered by Workers' Compensation, should I become injured while participating as a volunteer. I acknowledge that I should consult with my own insurance broker regarding any insurance coverage that I may require.

| Volunteer | Guardian |  |  |  |
|-----------|----------|--|--|--|
| Ini       | tial     |  |  |  |

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY GUARDIANS, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE GRAVENHURST LIBRARY BOARD.

| DATED at the Gravenhurst Public Library, this | day of                          | , 20 |  |  |
|---|---------------------------------|------|--|--|
|   |                                 |      |  |  |
| Witness                                       | Signature of Volunteer/Guardian |      |  |  |