



## Volunteer Agreement and Release of Liability

DPI thanks you for agreeing to help as a volunteer in removal of tamarisk and other invasive species from the Kayenta Wash and surrounding areas, monitoring of removal sites and/or restoration with selected plant material.

As with many projects of this nature, the work will involve risk of injury including, but not limited to, the use of potentially dangerous equipment and tools; the application and/or work with the herbicide Pathfinder II; potential harm from transporting sharp twigs, branches, and logs for disposal; walking and working on uneven ground with rocky and/or sandy soils.

It is important that volunteers understand and acknowledge that DPI is an all-volunteer, non-profit organization with limited funds and as such, does not carry any type of insurance to cover volunteers.

Therefore,

1. I acknowledge that the work and activities in which I have chosen to participate involve known and unanticipated risks for physical or emotional injury, damage, or death to myself, or to other people, and also to property. I understand that such risks cannot be eliminated without jeopardizing the essential goals of the project.
2. I expressly agree and promise to accept and assume all of the risks existing in this work and activity. My participation is purely voluntary and I elect to participate in spite of the risks.
3. I certify that I have adequate insurance to cover any injury or damage which I may cause or suffer while participating or else I agree to bear the costs of such injury or damage myself.
4. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity.
5. For good and valuable consideration I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless DPI, its officers, directors and anyone connected to DPI, from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or use of DPI's equipment, including any such claims which allege negligent acts or acts of omission by DPI, and any and all claims which my participation may cause to anyone else.
6. Should DPI, or anyone acting on its behalf, incur attorney's fees and costs to enforce this agreement, then such fees and costs shall be awarded against whomever brings the claim.

By signing this document, I bind myself as well as my heirs and estate and anyone else who may have a claim through me to the above provisions. I declare that I have read and understood this document and have had full opportunity to ask questions and receive proper responses regarding any concerns I may have.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Home address: \_\_\_\_\_