

## **VOLUNTEER/PARENT WAIVER, RELEASE & INDEMNITY AGREEMENT**

**This document sets forth the responsibilities and understandings of the volunteer and PDM PRODUCTIONS, INC. regarding the volunteer's participation as an "at will" volunteer in programs partially or wholly coordinated by PDM PRODUCTIONS, INC.**

The volunteer and PDM PRODUCTIONS, INC. agrees as follows:

- 1.** The volunteer performs the services of the volunteer's own free will, without promise, expectation, or receipt of remuneration. The volunteer is not an employee or agent of PDM PRODUCTIONS, INC. for any purpose and the volunteer's services are not controlled nor mandated by PDM PRODUCTIONS, INC.
- 2.** If the volunteer is under the age of 18, the volunteer may only participate in volunteer service with the express written consent of the parent or guardian.
- 3.** The volunteer understands and agrees that it is possible that the volunteer may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, the volunteers negligent or intentional acts, or the negligent or intentional acts of others; that while PDM PRODUCTIONS, INC. has taken some steps to reduce the chances of injuries or harm to the volunteer, PDM PRODUCTIONS, INC. has no control over most risk, and thus, cannot and does not guarantee nor take and responsibility for the safety of the volunteer or the volunteer's property while engaged in volunteer service. The volunteer must take full responsibility for himself or herself and assume the risk of harm or damage while serving, by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property.
- 4.** The volunteer agrees to waive and release PDM PRODUCTIONS, INC. from any and all potential claims for injury, illness, damage, or death which the volunteer may have against PDM PRODUCTIONS, INC. that might arise out of the volunteer's service and to hold PDM PRODUCTIONS, INC. harmless there from.
- 5.** The volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the volunteer's negligent or intentional acts during volunteer service, and that to avoid such harm, the volunteer must exercise care and act responsibly in serving others.
- 6.** If any injury or loss does occur due to the volunteer's intentional or negligent actions arising outside of the scope of the volunteer's activities, the volunteer must accept the liability for and repair, or make reparations for, the harm done.
- 7.** PDM PRODUCTIONS, INC. is not providing the volunteer with insurance coverage for any injuries, conditions, or losses to the volunteer arising out of volunteer activities, except that PDM PRODUCTIONS, INC. does provide liability insurance coverage on all vehicles used during and for service projects related to PDM PRODUCTIONS, INC. activities.
- 8.** In projects where the volunteer will be transporting others in a non-PDM PRODUCTIONS, INC. owned vehicle, the volunteer may be asked to provide proof of automobile insurance in order to participate.
- 9.** Since volunteers are not PDM PRODUCTIONS, INC. employees, PDM PRODUCTIONS, INC. does not provide workers compensation coverage for injuries or illnesses arising out of any volunteer activities.
- 10.** The volunteer must maintain his or her own medical insurance and automobile liability insurance to cover potential medical and other costs related to the volunteer service; and the volunteer is also encouraged to maintain property and like insurance coverage while serving as a volunteer for PDM PRODUCTIONS, INC. or any organization.

- 11.** All costs for injury or loss above the coverage provided by the volunteer's insurance are the volunteer's personal responsibility.
- 12.** PDM PRODUCTIONS, INC. will provide the volunteer with a legal defense, upon request, in response to any claim or action brought against the volunteer, arising out of the volunteer's volunteer service in a program the PDM PRODUCTIONS, INC. HELPS COORDINATE, where the volunteer was acting in good faith and reasonably believed you were acting within the scope of the volunteer activity, and the act in question was not an intentional or knowing act constituting illegal, willful, or wanton misconduct. However, PDM PRODUCTIONS, INC. will not defend the volunteer in any case where the injury resulted from the operations of a non-PDM PRODUCTIONS, INC. motor vehicle, vessel, or any other vehicle for which an operator's or pilots license is required or where the suite is brought by an authorized governmental officer to enforce a federal, state, or local law.
- 13.** In the event of any legal actions in which PDM PRODUCTIONS, INC. provides the volunteer's defense, PDM PRODUCTIONS, INC. will pay for reasonable attorney fees, judgements, settlements, or other expenses related to the volunteer's defense, only up to the limits presently stated in the appropriate State statutes, one time only (per volunteer). PDM PRODUCTIONS, INC. will control the defense and the volunteer must reasonably cooperate and comply with PDM PRODUCTIONS, INC. decisions and procedures.

By signing below, the parties confirm that they have read, understand, and consent to the terms of this waiver agreement.

\_\_\_\_\_  
(Volunteer)

\_\_\_\_\_  
(Printed Name)

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

\_\_\_\_\_  
(SS#)

\_\_\_\_\_  
(Organization's Representative)

\_\_\_\_\_  
(Printed Name)

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

➤ *PDM PRODUCTIONS, INC. must have your SS# in order to complete the background check information. Thank you*

Please return a copy of the following to PDM PRODUCTIONS, INC. and retain 1 copy for your records.  
(doc#pdm2)