

Volunteer Waiver

Between St. John's Lutheran Church & School and _____ (hereinafter "the volunteer").

This document sets forth the responsibilities and understandings of the volunteer and of regarding St. John's Lutheran Church & School's participation in volunteer programs partially or wholly coordinated by St. John's Lutheran Church & School.

The volunteer and St. John's Lutheran Church & School agree as follows:

The volunteer performs the service of the volunteer's own free will, without promise, expectation, or receipt of remuneration. The volunteer is not an employee or agent of St. John's Lutheran Church & School for any purpose and the volunteer's services are not controlled nor mandated by St. John's Lutheran Church & School.

If the volunteer is under the age of 18, the volunteer may only participate in volunteer service with the express written consent of the volunteer's parent or guardian.

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 volunteer's negligent or intentional acts, or the negligent or intentional acts of others; that while St. John's Lutheran Church & School has taken steps to reduce the chances of injuries or harm to the volunteer, that St. John's Lutheran Church & School has no control over most risks, and, thus, cannot and does not guarantee the safety of the volunteer or the volunteer's property while the volunteer is engaged in volunteer service; and that 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.

The volunteer agrees to waive and release St. John's Lutheran Church & School from any and all potential claims for injury, illness, damage, or death which the volunteer and volunteer's family may have against St. John's Lutheran Church & School that might arise out of the volunteer's service and to hold St. John's Lutheran Church & School harmless there from.

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.

If any injury or loss to another does occur due to the volunteer's intentional actions or due to the volunteer's 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.

St. John's Lutheran Church & School is not providing the volunteer with insurance coverage for any injuries, conditions, or losses to the volunteer arising out of volunteer activities.



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The volunteer must maintain his or her own primary medical insurance to cover potential medical and other costs related to the volunteer service; and the volunteer is also encouraged to maintain property and life insurance coverage while serving as a volunteer.

All costs for injury or loss above the coverage provided by the volunteer's insurance are the volunteer's personal responsibility.

Since volunteers are not St. John's Lutheran Church & School employees, St. John's Lutheran Church & School does not provide worker's compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.

St. John's Lutheran Church & School will provide you with a legal defense, upon your request, in response to any claim or action brought against you, arising out of your volunteer service in a program that St. John's Lutheran Church & School helps coordinate, where you were 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, St. John's Lutheran Church & School will not defend you in any case where the injury resulted from your operations of a non-St. John's Lutheran School motor vehicle or other vehicle for which a pilot or operator's license is required or where the suit is brought by an authorized governmental officer to enforce a federal, state, or local law.

In legal actions in which St. John's Lutheran Church & School provides your defense, St. John's Lutheran Church & School will pay for reasonable attorney fees, judgments, settlements, or other expenses directly related to your defense only up to the limits presently stated in the appropriate State statutes, one time only per volunteer. St. John's Lutheran Church & School will control the defense and you must reasonably cooperate and comply with St. John's Lutheran Church & School decisions and procedures.

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

Volunteer Signature

Printed Name

Date

St. John's Lutheran Church & School
Representative Signature

Printed Name

Date

Child's Name

Relationship

Grade