

Esplanade Association Volunteer Liability Waiver:

I, a member of or participant in the activities sponsored by the Esplanade Association understand the work that I have volunteered to do and I hereby state that I am qualified and physically capable of accomplishing the work and activities for which I have volunteered, and that I will perform them as directed by a properly authorized supervisor. I also agree to comply with all Department of Conservation and Recreation (DCR) rules and regulations.

I hereby release the Commonwealth of Massachusetts and DCR, their employees, and agents from all claims, loss, damage, expenses and/or injuries, whether to person or to property, which may result from my actions while participating in volunteer activities or projects approved or sponsored by DCR. I further agree to indemnify, defend, and hold harmless the Commonwealth of Massachusetts and DCR, their employees, and agents from liability for any damage or injuries resulting from my actions while participating in volunteer activities or projects approved or sponsored by DCR, that are found to be outside the scope of approved activities or projects.

I acknowledge that, by participating in such volunteer activities and projects, I have not received an appointment to state service and I will not receive a salary or payment from the Commonwealth. As such, I understand that I am not entitled to Workers Compensation and that I cannot make any claims against DCR for any injury, loss, or damage to person (including bodily injury or death) or property suffered while involved in volunteer work or projects for DCR and, further, that I will provide my own health insurance.

I recognize that MGL c. 21, §17G provides that, pursuant to the provisions, requirements, and limitations of MGL c. 258 and the guidelines adopted by DCR, I shall not be liable for injury or loss of property or personal injury or death caused by my negligent or wrongful act or omission while acting within the scope of my volunteer activities. However, I acknowledge that I will not be indemnified under MGL c. 258, §9 for intentional torts or for the violation of a person's civil rights. I also acknowledge that in any litigation, the final determination of whether a person is considered an uncompensated employee is made the Attorney General's Office.

I hereby further acknowledge that during the Esplanade Association volunteer event, sponsored by the Esplanade Association, the Esplanade Association (EA) is not responsible for ensuring in any way the safety of any activities at the event. Any decisions I make on whether to participate in any activities at the event are my personal responsibility. I acknowledge that it is my responsibility to be aware of the inherent risks involved in the various activities that may be available during the event. EA is not undertaking any duty to assure my safety. I hereby waive and release any and all legal claims that I, my heirs, successors or assigns may have against EA for any injuries or damages in any way related to my participation in the event. Further, I agree to indemnify and hold harmless EA against any claims for injuries or damages arising out of or in any way related to my activities at the event. I hereby give EA permission to use my picture in printed and electronic materials which have to do with the work of EA. This permission applies to any and all photographs which you have taken this day of me, or previously taken photos which you have shown me today. All negatives and prints shall constitute the property of EA.