



VOLUNTEER RELEASE AND WAIVER OF LIABILITY

Detroit Public Schools Community District (“DPSCD”) owns vacant real estate, together with land, surface parking lots and other appurtenances located at _____, Detroit, Michigan 482____ (“Property”);

I, the “Volunteer” named below, desire to enter the Property for purposes of _____ (“Volunteer Project”);

I acknowledge that during the Volunteer Project, the condition of the Property may be detrimental to my health and welfare, potentially resulting in injury and/or death, and I accept such risks;

In consideration for DPSCD granting me access to the Property to perform the Volunteer Project between the hours of _____ and _____ on _____, 20____, I voluntarily, without duress, execute the Volunteer Release and Waiver Liability form (“Release”) and acknowledge and agree as follows:

- 1. Right to Restrict Access.** DPSCD retains the right to further restrict the date and time of entry on the Property. DPSCD at any time, in its sole discretion, revoke access to the Property.
- 2. Limitations.** The Volunteer Project (i) is limited to the purpose specified in this Release, (ii) will not occur inside of any building or structure on the Property, and (iii) will be conducted so as not to unreasonably interfere with usage, if any, of the Property by DPSCD.
- 3. Release and Waiver.** On behalf of myself, my estate and heirs, I hereby release, waive, acquit, and forever discharge and covenant not to sue DPSCD, its Board of Education and school board members, officers, employees and agents, from any and all liability to me, for all losses, injury, death, damage, and any claims, disputes, demands, actions, omissions, charges, rights, causes of action, rights of contribution and indemnification, and all other liabilities of any kind or description of whatever nature, at law or in equity, foreseen and not foreseen, asserted or not asserted, which I had, now have or may have or claim to have in the future on account of illness or injury to person, or damage or loss to property, or resulting in my death.

I further agree to indemnify DPSCD, its Board of Education, school board members, officers, employees, agents and attorneys and hold each of them harmless from and against any losses, claims, costs, damages, obligations, and liabilities, including without limitation judgments, fines, penalties, amounts paid in settlement expenses (including without limitation, attorney fees and expenses, expert witnesses and consultants, court costs, investigation costs and litigation costs) incurred by DPSCD in any civil, criminal or investigative proceeding which DPSCD is involved or threatened to be involved in connection with or arising from the Volunteer Project. Section 3 shall survive the expiration or revocation of this instrument.

Students Rise. We all Rise



4. **Acknowledgement and Assumption of Risks.**
I ACKNOWLEDGE THAT ENTRY ONTO THE PROPERTY IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY, DEATH AND PROPERTY DAMAGE AND LOSS. I VOLUNTARILY ASSUME THE RISKS, DANGER OF INJURY, AND DEATH INHERENT IN MY PRESENCE ON THE PREMISES AND RISK OF PROPERTY DAMAGE AND LOSS.
5. **Medical Treatment.** I release and discharge DPSCD from any claim that arises or may arise due to first aid, medical treatment, or service rendered to me related to the Volunteer Project.
6. **Safety Equipment.** While on the Property, I will wear, at my expense, protective gear, including safety goggles, a hard hat, hard toe shoes and any other equipment reasonably deemed necessary for my safety.
7. **Security and Utilities.** DPSCD will not provide security or utilities on the Property during the Volunteer Project.
8. **Applicable Law and Binding Nature.** This Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and will be governed by the laws of the State of Michigan.
9. **Acknowledgement of Understanding.** I understand the terms of this Volunteer Release and Waiver of Liability and further understand that I am, on behalf of myself, heirs, and my estate, giving up substantial rights, including the right to sue. I further acknowledge signing this Volunteer Release and Waiver of Liability freely and voluntarily and intend for this instrument to be a complete and unconditional waiver and release of all liability to the greatest extent allowed by law.

Volunteer Signature: _____

Printed Name: _____

Address: _____

Group/Affiliated Organization: _____

Date: _____

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