

PRESERVATION NORTH DAKOTA  
Volunteer Agreement and Liability Release Form  
Historic Hutmacher Farmstead, Dunn County ND

A - AGREEMENT PURPOSE: I hereby agree to work with Preservation North Dakota at the Hutmacher site.

B - AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: This agreement shall be binding upon me, my parents or legal guardians, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of PND's physical location. Any dispute by me shall be litigated in the county in which PND is physically located. If any clause, phrase, or word is in conflict with state law, then that single part is null and void.

C - ACTIVITY RISK CLASSIFICATION - I UNDERSTAND THAT: The work that I will be participating in has numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. I assume all responsibility for my own safety while working on the site.

D - CONDITIONS OF NATURE - I UNDERSTAND THAT: PND is not responsible for total or partial acts, occurrences, or elements of nature that can cause bodily injury. Some examples are: uneven ground, heat, sun, dust, and wildlife such as rattlesnakes, bullsnakes, other reptiles, insects, mountain lions, and other mammals. This is not a comprehensive list.

E - SITE CONDITIONS - I UNDERSTAND THAT: PND is not responsible for site conditions that can cause bodily injury. Some examples are: uneven ground, unsafe roofs, falling debris, broken glass, and uneven floors. This is not a comprehensive list.

F - ACCIDENT/MEDICAL INSURANCE - I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. Please initial here: \_\_\_\_\_

G - PROTECTIVE HEADGEAR OFFERING - I AGREE THAT: I understand that protective headgear is available and understand that the wearing of such gear may prevent or reduce the severity of some of the wearer's injuries and possibly prevent the wearer's death from happening as the result of a fall or other occurrences. I understand that I am liable for any injuries sustained, as I have been made aware of the availability of protective headgear.

H - LIABILITY RELEASE - I AGREE THAT: I, for myself and on behalf of my heirs, estate, assigns, including all minor children, and personal representatives, do agree to hold harmless, release, and discharge PND, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (hereinafter collectively referred to as "ASSOCIATES") of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to PND's and/or its ASSOCIATES' ordinary negligence; and I do further agree that I shall not bring any claims, demands, legal action, and causes against PND and its ASSOCIATES as stated above in this clause, for any economic or non-economic losses due to bodily injury, death, or property damage sustained by me in relation to the premises and operations of PND, to include while volunteering on site.

I THE UNDERSIGNED HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE, AND ASSUMPTION OF RISK. I FURTHER ATTEST THAT ALL FACTS RELATING TO MY PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Cellphone:	Email:
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