**Volunteer Agreement & Release of Liability and Indemnity Contract**

The undersigned volunteer (“Volunteer”), in consideration for permission to act as a volunteer driver for Athens County Veterans Service Commission (“ACVSC”), to provide transportation to and from a Department of Veterans Affairs Medical Center (VAMC) for a scheduled appointment, the sufficiency of such consideration is acknowledged, hereby acknowledges and agrees to the following:

1. Volunteer Relationship: Volunteer has expressed an interest in providing services, as needed, to ACVSC on a volunteer basis. This Contract will apply to all ACVSC events or activities in which Volunteer provides voluntary services. Volunteer hereby acknowledges Volunteer’s desire to volunteer services to ACVSC for charitable and/or humanitarian reasons. Volunteer understands and agrees that as a volunteer, Volunteer is not an employee, partner, agent, representative or contractor of ACVSC under federal, state and/or local law or regulations. Volunteer also understands and agrees that because Volunteer is donating services to ACVSC for altruistic reasons: (i) Volunteer has no expectation of any compensation, pay, fee, or benefits for the services; and (ii) Volunteer is not entitled to wages or employee benefits to which ACVSC employees are entitled.

2. Waiver of Liability and Release: Volunteer assumes all risk of injury, including death, to volunteer’s person and property arising from the services as a ACVSC volunteer. Volunteer further releases, discharges and holds harmless, for Volunteer and Volunteer’s heirs, administrators, executors and assigns, ACVSC, its directors, officers, employees, agents, administrators, insurers, commissioners, successors and assigns, from all liability and claims of any and every kind and nature, whether arising out of negligence or otherwise, for any injuries, including death and loss of property, and including but not limited to theft, loss, negligence, invasion of privacy, fire or other acts, and Volunteer hereby waives all current and future claims, whether or not known and whether or not foreseeable, against such parties arising from any loss, damage or injury, including death, to Volunteer’s person and property arising from the services as a ACVSC volunteer.

3. Indemnification: Volunteer agrees to indemnify, hold harmless and defend, to the fullest extent permitted by law, ACVSC, its directors, officers, employees, agents, administrators, insurers, commissioners, successors and assigns from and against any and all demands, claims, liabilities, suits, causes of action, judgments, damages, losses, penalties, and/or expenses of any kind or nature whatsoever, including attorneys’ fees, arising, directly or indirectly, from or resulting, directly or indirectly, from Volunteer’s performance of volunteer services hereunder, however caused and regardless of any actions or omissions of ACVSC.

4. Also, to: Hold a valid, current Ohio driver’s license; Keep current auto insurance and keep ACVSC Office up to date copies of proof insurance; Refrain from driving if taking medication or any other substance that might impair my driving ability or if consumed alcohol within 24 hrs of the scheduled trip; The vehicle will be in good mechanical condition and repairs will be made as needed; Obey all traffic laws for state in which driving.

5. Verification: Volunteer will provide an appointment slip (VA Form 10-2832) to show verification of a trip to and from VAMC.

6. Insurance Information: In the event of a claim, the driver’s insurance will be primary. The driver will provide Athens County Veterans Service Commission Office with proof of current auto insurance.

Volunteer certifies that he or she has reviewed and understands this entire document and all information is agreed to.

Name of volunteer driver \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_