

**SARASOTA COUNTY VOLUNTEER NEST PROGRAM**  
**Consent, Release and Waiver of Liability**

**THE UNDERSIGNED** being (check one) \_\_\_\_ at least 18 years of age (“Volunteer”), or \_\_\_\_ younger than 18 years of age and accompanied by a parent/guardian hereby (collectively, the “Young Volunteer”), acknowledge reading and accepting the following Release, and state as follows:

1. Minors under the age of 18 years will need parental consent upon acceptance. Please note that the age requirement to volunteer varies by position, with opportunities beginning at 12 years old.
2. The Undersigned is fully aware of and understands the conditions of the voluntary work that will be performed for Sarasota County Government.
3. The Undersigned will be solely responsible for his/her actions while participating in volunteer activities.
4. The Undersigned understands that he/she has a responsibility to always conduct himself/herself in an ethical, truthful, and honorable manner when interacting with the public, other volunteers and other County employees.
5. The Undersigned agrees to follow instructions, be courteous and cooperative with citizens, fellow volunteers and employees.
6. The Undersigned will act responsibly and not endanger others or himself/ herself, nor consume alcohol or drugs in his/her role as a volunteer.
7. The Undersigned is/are in good health and is/are physically and mentally capable of performing the volunteer tasks associated with the NEST Program.
8. The Undersigned acknowledges receiving training on the operation of any necessary equipment, including safety equipment, provided by the County.
9. The Undersigned must adhere to all safety guidelines and rules required by Sarasota County.
10. The Undersigned must be reliable, arrive on time, provide notice when departing, record his/her volunteer time, and if unable to fulfill his/her volunteer duties provide reasonable notice (preferably 8 hours).
11. The Undersigned is prohibited from using his/her position for personal gain or for the benefit of family members.
12. The Undersigned is prohibited from soliciting or accepting gifts from any person or firm doing or intending to do business with Sarasota County Government or regulated by Sarasota County Government with the intent to influence the Undersigned in his/her volunteer duties.
13. The Undersigned understands that while participating as a volunteer in the NEST Program he/she is not considered to be an employee, agent, or representative of Sarasota County Government and agrees not to hold him/herself out as such to other persons. He/she also understands that he/she will not be compensated monetarily or otherwise by Sarasota County.
14. The Undersigned must immediately notify his/her supervisor if injured in the performance of his/her schedule and documented volunteer activities.
15. The Undersigned understands that participating in the NEST Program involves contact with stormwater, solid waste, litter, and debris. The Undersigned assumes the risks of injury associated with, but not limited to, working outdoors in natural settings, traversing both natural and man-made terrain, traversing steep, slippery, and/or uneven terrain, exposure to harmful aquatic organisms and wildlife, and changing weather conditions. The Undersigned understands that Sarasota County does not assume any responsibility for any loss, damage, or injury, including death, to his/her person or property associated with participating in the NEST Program.
16. The Undersigned consents, (if a minor, the undersigned parents or guardians consent) to emergency medical treatment or procedures in the event that he/she is unable to give actual consent and agrees to remain solely responsible for all related costs and expenses, if any, and further agree (if a minor, the undersigned parents or guardians agree) to indemnify, defend, and hold harmless Sarasota County Government from payment and/or liability in connection with the costs and expenses.
17. The Undersigned releases and indemnifies Sarasota County, its respective officers, staff, agents, employees, volunteers, and subsidiaries, affiliates, sponsors, and suppliers associated with the NEST Program of and from any liability, claims, demands (including attorney fees), actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including

death, which may be sustained by the Undersigned while participating in the NEST Program. The Undersigned understands that this Release of Liability Agreement is continuing in nature and shall apply to all incidents that may occur during my participation in this activity.

18. The Undersigned can be released from voluntary participation in the aforementioned activities for any reason or no reason at all without notice and the Undersigned is not entitled to any recourse in the event of being released.

19. The Undersigned hereby gives permission for Sarasota County to use any still photograph or video footage in which the Undersigned may appear for whatever purpose(s) deemed appropriate and this is done voluntarily and with the understanding there is no remuneration.

**Release for Adults:**

The Undersigned, being 18 years of age or older, hereby authorizes Sarasota County Government, its assigns and successors, to use photographs or video images in which my property or I appear and/or audio recordings made of my voice and to identify me by name in Sarasota County Government's publications, websites, and/or videos without compensation. Furthermore, the Undersigned hereby consents that such photographs, films, negatives and recordings, and the plates and/or tapes or other medium from which they are made shall be the property of Sarasota County Government and that his/her participation in any publication and/or website produced by Sarasota County Government confers no rights of ownership on the Undersigned whatsoever. The Undersigned hereby releases Sarasota County Government, its contractors and its employees for any claims by the Undersigned or any third party in connection with the subject of this Release.

**Release for Minors:**

The Undersigned, being Parent/Guardian of \_\_\_\_\_ (the "Minor"), hereby authorizes Sarasota County Government, its contractors or employees, to use any videotapes, photographs and/or motion picture film taken of the Minor and/or audio recordings which include the Minor's voice, in Sarasota County Government's publications, websites, and/or videos without compensation. Furthermore, the Undersigned hereby consents that such photographs, films, negatives, and recordings and the plates and/or tapes or other medium from which they are made shall be the property of Sarasota County Government and that the Minor's participation in any publication and/or website produced by Sarasota County Government confers no rights of ownership on the Undersigned or the Minor whatsoever. The Undersigned hereby releases Sarasota County Government, its contractors and its employees from liability for any claims by the Undersigned, the Minor, or any third party in connection with the subject of this Release.

20. All agreements and understanding between the Undersigned and Sarasota County are embodied herein, and this Release of Liability covers all injuries and all the effects and results, and all expenses of every nature. The statements herein are not merely recitals, but contractual in nature.

**THE UNDERSIGNED HAS READ THE FOREGOING RELEASE, UNDERSTAND ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

If Volunteer is under 18 years old:

\_\_\_\_\_  
Name of Volunteer (please print)

\_\_\_\_\_  
Name of parent/guardian (please print)

\_\_\_\_\_  
Signature of Volunteer

\_\_\_\_\_  
Signature of parent/guardian

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/Zip

\_\_\_\_\_  
City/Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency contact: name and phone no.

\_\_\_\_\_  
Emergency contact: name and phone number