**VOLUNTEER WAIVER, RELEASE, AND INDEMNITY AGREEMENT**

Between

Nordic Northwest

and

_____

(hereinafter "the volunteer")

This document sets forth the responsibilities and understandings of the volunteer and of Nordic Northwest regarding volunteer's participation in volunteer programs partially or wholly coordinated by Nordic Northwest.

The volunteer and Nordic Northwest agree as follows:

1. The volunteer performs the service of the volunteer's own free will, without promise, expectation, or receipt of remuneration. The volunteer is not an employee or agent of Nordic Northwest for any purpose and the volunteer's services are not controlled nor mandated by Nordic Northwest.

2. If the volunteer is under the age of 18, the volunteer may only participate in volunteer service with the express written consent of the volunteer's parent or guardian.

3. The volunteer understands and agrees that it is possible that the volunteer may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, the volunteer's negligent or intentional acts, or the negligent or intentional acts of others; that while Nordic Northwest has taken some steps to reduce the chances of injuries or harm to the volunteer, that Nordic Northwest has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the volunteer or the volunteer's property while the volunteer is engaged in volunteer service; and that the volunteer must take full responsibility for himself or herself and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property.

4. The volunteer agrees to waive and release Nordic Northwest from any and all potential claims for injury, illness, damage, or death which the volunteer may have against Nordic Northwest that might arise out of the volunteer's service and to hold Nordic Northwest harmless there from.

5. The volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the volunteer's negligent or intentional acts during volunteer service, and that to avoid such harm, the volunteer must exercise care and act responsibly in serving others.

6. If any injury or loss to another does occur due to the volunteer's intentional actions or due to volunteer's negligent actions arising outside of the scope of the volunteer's activities, the volunteer must accept the liability for and repair, or make reparations for, the harm done.

7. Nordic Northwest is not providing the volunteer with insurance coverage for any injuries, conditions, or losses to the volunteer arising out of volunteer activities.

8. The volunteer must maintain his or her own primary medical insurance and the volunteer's own automobile liability insurance when driving a non-Nordic Northwest vehicle to cover potential medical and other costs related to the volunteer service; and the volunteer is also encouraged to maintain property and life insurance coverage while serving as a volunteer.

9. All costs for injury or loss above the coverage provided by the volunteer's insurance are the volunteer's personal responsibility.

10. In projects where the volunteer will be transporting others in a non-Nordic Northwest owned vehicle, the volunteer may be required to provide proof of automobile insurance in order to participate.

11. Since volunteers are not Nordic Northwest employees, Nordic Northwest does not provide worker's compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.

12. Nordic Northwest will provide you with a legal defense, upon your request, in response to any claim or action brought against you, arising out of your volunteer service in a program that Nordic Northwest helps coordinate, where you were acting in good faith and reasonably believed you were acting within the scope of the volunteer activity, and the act in question was not an intentional or knowing act constituting illegal, willful, or wanton misconduct. However, Nordic Northwest will not defend you in any case where the injury resulted from your operations of a non-Nordic Northwest motor vehicle, vessel, aircraft, or other vehicle for which a pilot or operator's license is required or where the suit is brought by an authorized governmental officer to enforce a federal, state, or local law.

13. In legal actions in which Nordic Northwest provides your defense, Nordic Northwest will pay for reasonable attorney fees, judgments, settlements, or other expenses directly related to your defense only up to the limits presently stated in the appropriate State statutes, one time only per volunteer. Nordic Northwest will control the defense and you must reasonably cooperate and comply with Nordic Northwest decisions and procedures.

By signing below, the parties confirm that they have read, understand, and consent to the terms of this waiver agreement.

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|---|---|
| Volunteer | Printed Name |
| Date | |
| Nordic Northwest Representative Signature | Printed Name |
| Date | |