

UP WITH TREES

PLANTING, PRESERVING & PROMOTING
TULSA'S URBAN FOREST

Volunteer Release and Waiver of Liability

This Volunteer Release and Waiver of Liability (this "Release") is hereby made on the date set forth below by _____ (Volunteer Name) in favor of Up With Trees, Inc., an Oklahoma not-for-profit corporation ("Up With Trees"). I hereby agree as follows:

1. **Volunteer Services:** I, the volunteer, desire to provide volunteer services for Up With Trees and engage in activities related to serving as a volunteer. I understand that the scope of my relationship with Up With Trees is limited to a volunteer position and that no compensation shall be received in return for any services I provide; that Up With Trees will not provide any benefits traditionally associated with employment; and that I am responsible for obtaining my own insurance coverage at all times.
2. **Waiver and Release:** I, the volunteer, hereby assume and forever release, discharge and hold harmless Up With Trees and its officers, directors, employees, agents, contractors, successors and assigns from any and all liabilities, claims, demands, causes of action, losses, costs and expenses of whatever kind or nature, either in law or in equity, arising out of or relating to the services I provide to Up With Trees and/or my participation as a volunteer for Up With Trees, including but not limited to claims for bodily injury, illness, death or property damage and/or arising out of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Up With Trees.
3. **Media Release:** I hereby grant and convey to Up With Trees all right, title and interest in and to any and all photographs, images, videos, and audio recordings of me or my likeness taken or made by Up With Trees in connection with my provision of volunteer services to Up With Trees, and agree that no payment, residuals or fees shall be owed by Up With Trees for the use of such media.
4. **Other:** I agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Oklahoma and that this Release shall be governed by and interpreted in accordance with the laws of the State of Oklahoma, excluding any conflicts of law rules. I agree that in the event any clause or provision of this Release is deemed invalid, illegal or unenforceable, the enforceability of the remaining provisions of this Release shall not be affected and there shall automatically be added to this Release a provision as similar to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.

VOLUNTEER:

Name: _____

Signature: _____ Date: _____

(IF THE VOLUNTEER HAS NOT ATTAINED THE AGE OF 18 YEARS)

PARENT OR LEGAL GUARDIAN:

Name: _____

Signature: _____ Date: _____