



# **DIVISION OF WILDLIFE VOLUNTEER AGREEMENT**

This agreement is made through the Chief of the Division of Wildlife by and between the Ohio Department of Natural Resources, (hereinafter referred to as the "Department") and \_\_\_\_\_ (hereinafter referred to as "Volunteer").

**WITNESSETH:**

The aforementioned parties mutually agree as follows:

1. The Volunteer accepts the position as a volunteer employee with the Department.
2. As such, pursuant to Section 1501.23 of the Ohio Revised Code, for the purpose of indemnification under Section 9.87 of the Ohio Revised Code, Workers' Compensation coverage under Chapter 4123 of the Ohio Revised Code and motor vehicle accident liability insurance under 9.83 of the Ohio Revised Code, the Volunteer shall be considered an employee of the State.
3. The Department has the right to supervise, control, and direct the manner in which services are performed by the Volunteer from (date) \_\_\_\_\_ to (date) \_\_\_\_\_, unless the Volunteer or the Department decides, upon two weeks notice to the other party, to terminate this agreement sooner.
4. Failure to comply with any and all rules of the Department and any lawful directive of the supervisors of the program shall constitute grounds for the Department to immediately terminate this Agreement.
5. The Volunteer shall not be considered as a State employee under Chapter 124. of the Revised Code, shall not be permitted to participate in any public retirement program while a participant in the Department's Volunteer program, and is not eligible for benefits under Section 4141.01 through 4141.46 of the Revised Code.
6. Obligations of the State are subject to the provision of Section 126.07 of the Ohio Revised Code.

**WHEREAS**, the VOLUNTEER agrees to provide services as follows: \_\_\_\_\_

In consideration of being allowed to volunteer and participate in work projects at:

\_\_\_\_\_

the Volunteer, intending to be legally bound thereby, for himself/herself, his/her heirs, executors and administrators, voluntarily assumes all risks of accident or injury and releases and forever holds harmless the State of Ohio, Department of Natural Resources, and its employees from any and all liability for personal injury or property damage of any kind sustained in connection with his/her participation in the above mentioned projects, whether such personal injury or property damage is caused by negligence of the Ohio Department of Natural Resources or its employees or otherwise.

If this is a renewal contract, please state your original year of service:

Submitted by: \_\_\_\_\_ Location: \_\_\_\_\_ Return to: \_\_\_\_\_

**IN WITNESS WHEREOF**, this agreement and all duplicate copies are effective upon execution by all intended parties.

**VOLUNTEER ▼**

**STATE OF OHIO ▼**

\_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

Division of Wildlife, Chief  
Designee for Mary Mertz, Director  
Ohio Department of Natural Resources

Date: \_\_\_\_\_

Name and telephone number of person to notify in case of emergency.

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

Volunteer is:  over 18     under 18    Birth Date: \_\_\_\_\_

**SPECIAL NOTE:** If volunteer is under the age of 18, please have a parent or legal guardian complete and sign below.

**DIVISION OF WILDLIFE VOLUNTEER PROJECT AGREEMENT TO PARTICIPATE AND RELEASE AND WAIVER FOR MINOR**

I/we, the undersigned, parent(s)/guardian(s) of \_\_\_\_\_ (name of minor), a minor under the age of eighteen (18), do hereby grant permission for said minor to participate in the Division of Wildlife Volunteer project. In consideration of said minor being allowed to participate in the program, I/we, intending to be legally bound, hereby, for myself/ourselves, my/our heirs, executors and administrators, voluntarily assume all risks of accident or injury and release and forever discharge the Ohio Department of Natural Resources, and its employees, officers and agents from any and all liability for personal injury or property damage of any kind sustained in association with participation in the program, whether such personal injury or property damage is caused by the negligence of the Ohio Department of Natural Resources, or its employees, officers, or agents, or otherwise.

I/we further agree that said minor will abide by all applicable rules and regulations promulgated by the Ohio Department of Natural Resources and will follow the instructions of all supervisors and/or instructors who are connected with this program.

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Check here if on medication or if health problems may effect participation in the Volunteer Project.  
A supervisor **MUST** speak with you if this paragraph is checked.