

**Glocester Land Trust**  
***Volunteer & Trail Adoption Application***

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Please provide the following information:

**PERSONAL INFORMATION:**

First and Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Have you ever been convicted of a criminal offense? [ ] Yes [ ] No

If your answer is yes, please indicate what offense and date with explanation on a separate sheet.

**TRAIL ADOPTION (optional):**

If you or your organization are interested in adopting a GLT trail, please indicate which trail on which property you are interested in adopting: \_\_\_\_\_

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**ACTIVITY INTERESTS:**

Specialized volunteer activities in which you would be interested: (Please check all that apply)

- |   |  |
|---|--|
| <input type="checkbox"/> Trail Maintenance        | <input type="checkbox"/> Litter Control  |
| <input type="checkbox"/> Landscaping and Planting | <input type="checkbox"/> Trail and Parking Area Projects                       |
| <input type="checkbox"/> Trail Inspections        | <input type="checkbox"/> Building Maintenance                                  |
| <input type="checkbox"/> Clerical Tasks           | <input type="checkbox"/> Informational Research                                |
| <input type="checkbox"/> Fundraising              | <input type="checkbox"/> Creative: Photography, Art, or Writing                |
| <input type="checkbox"/> Special Events           | <input type="checkbox"/> Scientific; Nature Studies, Inventory and Observation |

Please list any other skills or areas of expertise you have that you feel may be relevant to our mission: \_\_\_\_\_

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EMERGENCY CONTACT:

In case of an emergency, please provide information for a relative or friend whom you would like us to contact.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_

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

Applicant's Signature

\*\*\*\*\* **Important – Please Read** \*\*\*\*\*

- All volunteers that partake in GLT-sponsored events involving children are required to submit an official BCI check from the Rhode Island Attorney General's Office to the Gloucester Land Trust. Volunteers are responsible for any costs associated with a BCI check.
- No volunteers may at any time be under the influence of illicit drugs or alcohol while participating as a GLT Volunteer. Suspicion of being under the influence of alcohol or drugs will result in immediate dismissal from activities.
- Volunteers are responsible for their own personal protective equipment suitable for each task for which they have registered. Volunteers not dressed appropriately will be asked to leave.
- The GLT Board of Trustees retains the right to dismiss any individual from participating as a GLT volunteer.
- The GLT Volunteer Coordinator will contact applicants for an informal telephone interview prior to the Board of Trustees considering applications.

## Volunteer Release and Waiver of Liability

*Please be sure you have read through the Release below and agree to all terms before signing.*

This Release and Waiver of Liability (the "Release") is executed by \_\_\_\_\_ (the "Volunteer") in favor of the Gloucester Land Trust ("GLT"), including but not limited to its trustees, directors, affiliates, managers, members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors, and assigns. The Volunteer desires to become a volunteer for the GLT and engage in activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include but are not limited to the use of hand tools, power tools, equipment, motor vehicles, and machinery, as well as working indoors and/or outdoors including encountering various terrains which may be difficult to navigate. The Volunteer further acknowledges that there is a risk of danger and the potential for bodily injury as a result of participating in the Activities.

Volunteer understands that the scope of Volunteer's relationship with the GLT is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer. The GLT and Volunteer both understand and agree that they are not in an employment relationship in any way including as an employer/ employee relationship or employer/ independent contractor relationship. Volunteer further understands that the GLT will not provide any benefits to the Volunteer traditionally associated with employment, including but not limited to, medical, health, disability benefits, worker's compensation, or insurance of any nature. Such employment relationship does not exist even though the Volunteer agrees to abide by all GLT authorities, including but not limited to, rules, procedures, protocols, directives and regulations and whether any tools are provided in furtherance of the work being performed.

**The Volunteer hereby freely, voluntarily, and without duress executes this Release for the Volunteer's self, spouse, heirs, beneficiaries, children, executors, administrators, assigns, successors, legal representatives, personal representatives, and next of kin under the following terms:**

**Release and Waiver:** Volunteer does hereby release, forever discharge, covenant not to sue, and hold harmless the GLT, including but not limited to, its directors, affiliates, managers, members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors, and assigns (herein referred to as the "Releasees") from any and all rights, liability, claims, demands, and causes of actions of any kind whatsoever, known or unknown, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities on behalf of the GLT. Volunteer understands that this Release discharges the Releasees from any and all liability or claim of any kind or nature that the Volunteer may have against the Releasees for any claims, including but not limited to, negligence in any way by GLT or another Volunteer, physical or psychological injury, illness, paralysis, pain, sufferings, disfigurement, temporary or permanent disability, economic or emotional loss, and/or death, that Volunteer may suffer as a direct or indirect result of Volunteer's participation in the Activities whether or not caused by the negligence of the Releasees or GLT or other volunteers, including traveling to, from, and during the Activities, and whether or not caused by the negligence of the Releasees, GLT or other Volunteers. Volunteer also understands that the GLT does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to, medical, health, disability insurance, or other general liability insurance, in the event of injury or illness to or for the Volunteer.

**Medical Treatment:** Volunteer does hereby release and forever discharge the Releasees, from any and all rights, liability, claims, demands, and causes of actions of any kind whatsoever, known or unknown, either in law or in equity, which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's participation in the Activities.

**Assumption of the Risk:** The Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, including but not limited to, use of or near power tools, construction, loading and unloading, and transportation to and from the activity sites. Volunteer is aware of the risks involved and hereby expressly recognizes that it knows of the risks, appreciates them and agrees to knowingly encounter the risks and Volunteer assumes the risk of injury or harm from participating in the Activities. Volunteer agrees to conduct themselves in a reasonable, prudent and appropriate manner. The Volunteer acknowledges that the GLT shall not be deemed liable, and shall not be deemed to have any duty to provide training to Volunteer or to other Volunteers. The Volunteer understands that he/she always has the right to refuse to perform any Activity that the Volunteer feels he/she is unqualified to perform or that the Volunteer deems to be unsafe. Volunteer acknowledges that they are responsible for their safety, and that the Activities in which they become involved are at their sole risk.

Revised May 11, 2021

**VOLUNTEER HEREBY EXPRESSLY AND SPECIFICALLY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, HARM, OR DEATH WHETHER OR NOT SUCH RISKS ARE KNOWN OR UNKNOWN IN CONNECTION WITH THE ACTIVITIES HE/SHE MAY PERFORM, AND UNCONDITIONALLY RELEASES THE RELEASEES FROM ANY AND ALL LIABILITY OR NEGLIGENCE FOR INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE ARISING OUT OF, OR RESULTING FROM, THE ACTIVITIES.**

**Insurance:** GLT recommends, but does not require, that the Volunteer have health insurance to pay for any medical expenses incurred as a result of any type of damage or injury claimed to have been suffered. Should a Volunteer have health insurance or desire to have it, Volunteer is responsible and expected to obtain his/her own insurance coverage.

**Photographic Release:** Volunteer does hereby grant and convey unto the GLT all right, title, and interest in any and all photographic images and video or audio recordings made by the GLT during the Volunteer's Activities with the GLT, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings, and hereby consents to the use of such media by the GLT for any purpose the GLT deems reasonable and appropriate.

**Other:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Rhode Island, and that this Release shall be construed in accordance with the laws of the State of Rhode Island. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be in full force and effect. Any and all disputes arising out of or in connection with this Release shall be submitted to the exclusive jurisdiction of the Courts of the State of Rhode Island. I/We state that I/we have carefully read all of the above, that I/we understand it, and that this document is signed of my/our own free will.

**INDIVIDUALS WILL NOT BE PERMITTED TO VOLUNTEER WITHOUT COMPLETING A RELEASE AND WAIVER FORM.**

_____	_____	_____
Date	Signature of Volunteer	Signature of parent/guardian <i>(Parent/Guardian must <b>also</b> sign if Volunteer is under the age of 18)</i>

Printed Name of Volunteer: \_\_\_\_\_

Printed Name of Parent/Guardian (if applicable): \_\_\_\_\_

**Emergency Contacts:**

_____	_____	_____
Name	Relationship	Telephone Number

_____	_____	_____
Name	Relationship	Telephone Number



## Volunteers

The Trust's Liability Coverage Document clearly includes volunteers in its definition of an "Insured Member."

*"The term "Insured Member" includes all persons who were, now or shall be lawfully elected or lawfully appointed officials, trustees, directors, employees, volunteers or council members of the "Insured Member" in the regular service of the "Insured Member" during the existence of this Insurance ...*

***Volunteers mean all persons acting on or behalf of the "Insured Member" with the specific prior approval or knowledge of a responsible official of the "Insured Member".***

Therefore, these individuals, acting as volunteers on behalf of the Trust Member, would be protected by The Trust's liability coverage provided to the Member.

In the Liability Coverage Document, volunteers are covered essentially as "third parties," meaning, for instance, that if they are injured while conducting their volunteer work for the Member, they are entitled to bring (file) a claim against the Member. The Trust, in that instance, would accept the claim, investigate the circumstances surrounding the Member's alleged liability, and make a decision on either covering damages and related expenses, or to deny and defend the Member if the situation so warrants.

It is important to understand, however, that the "volunteer" is not covered as if he/she is an employee. That means, among other things, that the volunteer is not entitled to reimbursement of lost wages, as he/she did not function as an employee of the Member. Lacking "employee status," the volunteer cannot bring a claim against the Member under the provisions of the State Workers' Compensation law. The individual volunteer must bring that claim as described above — essentially as a "third party" even though he/she was acting as a Member volunteer when the incident occurred.

Please be advised that The Trust does **not** offer insurance coverage to Member's employees or volunteers who use their own vehicles while undertaking Member's business. The Trust is able only to provide coverage to vehicles and equipment which are owned or leased by the Member itself.

Also, if Member employees, volunteers or any official of the Member are using their personal vehicles on Member business, The Trust would only respond to an auto liability accident involving an employee/volunteer's vehicle while in the conduct of Member's business if that employee/volunteer's own primary level of insurance was insufficient. Trust coverage is excess or secondary to the employee's personal and primary insurance policy. This is a customary provision in business insurance packages.