

# DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

## Volunteer/Partnership Release and Waiver of Liability

Volunteer's Name: \_\_\_\_\_ School: \_\_\_\_\_

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I recognize that, as a volunteer I represent the above organization to the public. I accept the responsibility for this status and will conduct myself in a professional manner. I will be clean and sober when conducting business as a representative of Detroit Public Schools Community District (DPSCD). I freely, voluntarily, and without duress, execute this Release and acknowledge the following terms:

1. **Waiver and Release.** I hereby release, waive, forever discharge and covenant not to sue DPSCD, its successors and assigns, officers, employees and agents, from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the services I provide to DPSCD. I understand and acknowledge that this Release discharges DPSCD from any liability or claim that I may have against DPSCD with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to DPSCD or occurring while I am providing volunteer services. I hereby covenant and agree to indemnify and save harmless, DPSCD, its officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to the activities authorized in my work as a volunteer.
2. **Medical Treatment.** I hereby release and forever discharge DPSCD from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with DPSCD. I understand that I may not be entitled to workers' compensation.
3. **Insurance.** I understand that DPSCD does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of DPSCD beyond what may be offered freely by DPSCD in the event of such injury or medical expenses incurred by me.
4. **Assumption of Risk.** I understand that the services I provide to DPSCD may include activities that may be hazardous. I assume the risk of injury or harm in those activities I choose to do and release DPSCD from all liability for injury, illness, death, or property damage occurring from my work for DPSCD.
5. **Photographic Release.** I grant to DPSCD the right to use photographs, images, video or audio recordings of me or my likeness made by DPSCD in connection with my providing volunteer services to DPSCD.
6. **Discrimination laws.** I agree to follow DPSCD' policy, along with state and federal laws that forbid discrimination and harassment in employment, education, housing, public accommodation, law enforcement or public service based on a person's religion, race, color, national origin, age, sex, marital status, height, weight, or disability.
7. **Other.** I agree that this release is intended to be as broad and inclusive as permitted by the laws of Michigan and that this release is governed by and will be interpreted according to the laws of Michigan. I understand that should any part of this release be ruled invalid by a court, the other parts will remain valid and continue to be in effect.

**Disclosure Statement:** I hereby authorize and consent to Detroit Public Schools Community District, its agents and employees, to inquire into and undertake whatever background check of me that Detroit Public Schools Community District, in its sole discretion, deems appropriate to determine my fitness to serve as a volunteer. I understand the inquiry may include computer database searches, interviews with people acquainted with me, employers, and references or fingerprinting. I understand the information will be kept confidential to the extent permitted by law, but that Detroit Public Schools Community District, as a public entity, is subject to the State Freedom of Information Act (FOIA), as amended by 1996 PA 553 and the exemptions provided there under, as amended. I release and hold harmless Detroit Public Schools Community District, its agents and employees, and all references or other sources of information from any and all liability in obtaining or providing such information about me. I agree that if Detroit Public Schools Community District determines, in its sole discretion, that I have provided false or incomplete information in response to the above questions, or the District decides, with or without cause, not to approve or retain me as a volunteer for whatever reason, Detroit Public Schools Community District may, without notice or other process, reject my application to serve as a volunteer.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Group/Organization/Affiliation

\_\_\_\_\_  
Date