

**Guemes Island Community Center Association (GICCA)**  
**7549 Guemes Island Road, Anacortes, WA 98221**

**RELEASE OF LIABILITY for WORK ON THE SCHOOLHOUSE PARK STAGE PROJECT**

WHY THIS RELEASE? The bullet points listed hereunder in this section are not terms of this agreement and should not be construed to bind either party. Instead, they are offered as an explanation of why GICCA is requiring that anyone who wishes to work on the Stage Project agree to the "Terms of Release."

- The mission of the Guemes Island Community Center Association (GICCA) is to promote the educational, recreational, and social welfare of Guemes Island.
- GICCA has been working with the community to design and build a stage for community events in furtherance of GICCA's mission. However, the potential for accidents exists in any construction project, including constructing the stage.
- A single serious injury during construction could jeopardize the entire organization; due to the risk, GICCA is carefully considering whether to move forward with construction of the stage.
- Having volunteers release GICCA, and its elected Board members from liability for injury incurred during construction, allows GICCA to move forward with work on the stage while reducing the risk to the organization.

**TERMS OF RELEASE:**

Recitals:

1. The Volunteer (the person reading and signing this agreement) understands that any work on the Schoolhouse Stage Project (SSP) is completely voluntary.
  - a. Volunteers may quit at any time and for any reason.
  - b. The volunteer shall not receive any compensation for work completed on the SSP.
2. The Volunteer understands that he or she may decide to use power or hand tools or be in the proximity of power or hand tools (herein tools) that can cause serious injury. Using tools or working in close proximity to someone else using tools is the sole choice of the volunteer. The volunteer should never work with or around a tool he or she is not completely comfortable with and is under absolutely no obligation to use a tool even if asked.
3. The Volunteer understands that even in the absence of tools, working at or even being present at the construction site may present significant dangers. These dangers could include, but are not limited to: falling construction materials; areas unsafe to walk; loose nails, screws or other hardware; broken glass; wet or slippery areas; wet cement; high areas without railings; and danger from construction vehicles.
4. The Volunteer understands that by participating in the SSP he or she could be seriously injured or killed. The types of injury a volunteer might sustain could include, but are not limited to: death (falls, falling objects, electrocution, power tool use); brain injury or concussion (falls, falling/swinging objects, power tool use); paralysis (falls, falling objects, power tool use); loss of limbs (power tool use); lacerations, cuts or puncture wounds (tool use, loose nails, screws or hardware, falling objects, etc.); broken bones (tool use, falling objects, falls, etc.); loss of vision or injury to eyes; internal injuries; and any sort of scrapes, bumps, or other minor injuries.
5. With Knowledge of the Recitals above, the Volunteer assumes the risk of participating in construction of the Schoolhouse Stage Project.

Limits on Liability:

1. The Volunteer hereby releases the Guemes Island Community Center Association (GICCA) and the members of its board from any liability stemming from any injury or death incurred while donating time that in any way relates to the construction of the Schoolhouse Stage Project (SSP).

2. The Volunteer hereby releases GICCA even in the event that his or her injury or death was sustained due to the negligence of another volunteer, a Board member of GICCA, a member of GICCA, or any other person present at the SSP.

3. The Volunteer hereby releases GICCA in the event that GICCA fails to maintain a safe working environment whether or not that failure constitutes negligence.

4. The Volunteer affirms that the releases above are binding on anyone else who could claim by, through or on behalf of the Volunteer.

5. The Volunteer hereby releases GICCA from any claim of economic loss if the Volunteer's own tools or any other personal item are stolen, lost or damaged while the Volunteer is working on the SSP or if the Volunteer leaves his or her tools or personal items at the SSP site. GICCA is not responsible for the theft, maintenance or loss of tools or personal items that occur during the SSP.

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Phone number**

Definitions

"Schoolhouse Stage Project" - The construction of and all activities appurtenant to the construction of a stage at 6561 Guemes Island Road, a property owned by the Guemes Island Community Center Association.

"Volunteer" - The signor to this agreement, in his or her capacity as a person who donates time and or materials to in any way further the completion of the "Schoolhouse Stage Project."

Examples include, but are not limited to:

- a. A person who donates time performing any construction task that relates to building the stage;
- b. A person who donates time providing food to construction volunteers; and
- c. A person who comes onto the site to donate lumber or loan tools in furtherance of construction of the stage.

**PLEASE NOTE: Prior to volunteering as outlined above, you must complete this agreement and deposit it in the GICCA mailbox at 7549 Guemes Island Road, (directly across the street from the Community Center).**

If you have any questions about this agreement, please call one of the following, or any, GICCA Board member:

**Rob Schroeder, Trustee and School House Stage Project Manager - 360-588-1639**

Barb Ohms, President - 360-298-1885

This form is also available online at [www.myguemes.org](http://www.myguemes.org).

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**Initials**