



AMERICAN WEST  
HERITAGE CENTER  
*Experience it!*

# Volunteer Application

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Date of birth \_\_\_\_\_

Home phone \_\_\_\_\_ Cell phone \_\_\_\_\_

Please check your email regularly! E-mail \_\_\_\_\_

How did you hear about volunteering for the AWHC? \_\_\_\_\_

**Thank you for your interest in volunteering!**

**What kind of volunteer would you like to be?**

- Special event such as Baby Animal Days or Fall Harvest Festival
- Interpreting for Historic Adventures (June – August)
- Haunted Hollow
- Other (please explain):

**Do you have family member(s) who will be volunteering with you? \_\_\_\_ Yes \_\_\_\_ No**

If yes, list names of each person & (ages if under 18).

**Contact in case of Emergency: Name** \_\_\_\_\_

Phone (    ) \_\_\_\_\_

Relationship to volunteer: \_\_\_\_\_

## **Festivals and Special Events**

Dates and times of our events to be announced – Please read your emails regularly for this information.

According to state and federal law, AWHC staff and volunteers may be asked to go through random drug screening and/or a background check. Please sign below to indicate that you understand this.

**SSN for background checks (18 & over)** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Signature (if over 18):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent or Legal Guardian Signature:** \_\_\_\_\_  
(if under 18)

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

**Thank you  
We look forward to working with you!!!**

**Please return completed application to Volunteer Manager  
Information given is private & will not be shared.**

**Karen Larson - Volunteer/Program Manager  
4025 South Highway 89-91, Wellsville, Utah 84339  
435-245-3802 [klarson@awhc.org](mailto:klarson@awhc.org)**

**Annalise Christensen - Assistant Program Manager  
435-245-6050 [achristensen@awhc.org](mailto:achristensen@awhc.org)**

PARTICIPANT'S NAME: \_\_\_\_\_

RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION,  
AND ARBITRATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") at THE AMERICAN HERITAGE WEST CENTER (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Programs or the use of any equipment provided by the Host ("Equipment"). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment, including while receiving instruction and/or training; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment.

Arbitration

The Participant, and the Participant's parent(s) or legal guardian(s), if Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs, for which Participant intends to seek damages in excess of \$75,000.00, to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates a Living History Themed Park in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for Wellsville, UT, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event that Participant, or the Participant's parent(s) or legal guardian(s), if Participant is a minor, files a lawsuit in any court relating to, and/or arising from, Participant's participation in the Programs, Participant and/or Participant's parent(s) or legal guardian(s), by signing this document, stipulate to a cap on Participant's damages of \$75,000.00, exclusive of interest and costs. As a threshold matter, the Panel, or the Court (if a lawsuit is filed), shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

**Photography/Videography Release**

Participant hereby grants to the Host, its representatives, and employees the right to take photographs and video of Participant in connection with Participant's participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

**Personal Responsibility**

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host's equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, \_\_\_\_\_ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

# Memorandum of Agreement

(Disclosure of Criminal Background in Accordance with AWHC Policy)

American West Heritage Center promotes a safe environment for its volunteers and staff. As a volunteer of American West Heritage Center in a non-security sensitive position, I self-disclose that:

- I have criminal felony convictions(s) (not misdemeanors) within the past seven (7) years
- I do not have any criminal felony convictions within the past seven (7) years

If I am appointed to a position at AWHC, I agree to conform to AWHC policies and guidelines.

\_\_\_\_\_  
Volunteer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Volunteer Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Alternative Phone Number

## STATEMENT OF CONSENT TO RECEIVE FIRST AID AND MEDICAL TREATMENT

1. In the event of an accident or emergency that renders me unable to communicate while participating in this program, I hereby authorize a staff member of the American West Heritage Center to provide emergency first aid to me.
2. I hereby authorize a staff member of the American West Heritage Center to transport me and/or retain an ambulance for transport to a medical facility if I am injured during this program.
3. I hereby give my consent to receive medical care, surgery, and/or anesthesia from a physician or surgeon in the event of an accident or emergency that renders me unable to communicate while participating in this program.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_  
(sign in ink)

Printed Name: \_\_\_\_\_

If under 18

Signature of Custodial Parent or Legal Guardian: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

## STATEMENT OF MEDICAL CONDITION

ALLERGIES, OR MEDICAL CONDITIONS YOU WISH TO DISCLOSE: \_\_\_\_\_

\_\_\_\_\_

If none - write none

If you feel these conditions could cause a medical emergency during the program, a medical doctor has to be consulted prior to the program and a written statement must be obtained from the medical doctor stating that the condition should not be a problem during participation in the program. The doctor's statement must accompany this document.

## INSURANCE AND EMERGENCY CONTACT

HEALTH/MEDICAL INSURANCE COMPANY: \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_

IN CASE OF AN EMERGENCY

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

(print name)

**IMPORTANT: ALL SECTIONS OF THIS DOCUMENT MUST BE FILLED OUT COMPLETELY AND ACCURATELY OR THE PARTICIPANT WILL BE DENIED PARTICIPATION IN THE PROGRAM.**

# American West Heritage Center

*Experience It!*

## Top Ten Guidelines for Interpreters

- 1. ARRIVE ON TIME** – Arrive in plenty of time to prepare for the day. If it is necessary to be late or leave early, make arrangements ahead of time. If you are ill, or must miss your scheduled time, call the volunteer coordinator immediately. We are counting on you.
- 2. FIRST IMPRESSIONS** – Dress appropriately. Interpreters should be well groomed and appropriately dressed to their specific venue. Modern makeup, jewelry, and earrings are not appropriate in most venues. People who meet the public need to be conscious of personal hygiene. Cleanliness of site is also a must. Take pride in the job you are doing. Cell phones should not be used on site where guests can see or hear you. Please keep cell phones out of site.
- 3. BE RESPONSIBLE** – The center needs volunteers who are willing to work and carry on duties without constant supervision. Every interpreter is an essential component of the center. You are here to contribute, seek out ways to do so.
- 4. KEEP LEARNING** – As a volunteer, we encourage you to learn all you can about the area in which you are working. Continue learning and be open to others' interpretations. Double check all information for accuracy.
- 5. BE ENTHUSIASTIC, FRIENDLY & HELPFUL** – A visitor is just as likely to remember a warm, smiling guide as he will facts about the tour. People are not "tourist," they are our guests who deserve everyone's best effort. First impressions matter.
- 6. INTERPRETERS MUST BE FLEXIBLE** – Each visitor is different and it is important for the interpreter to sense special interests of the visitor. Special alterations should be made for a group of children, or average adults, or senior citizens.
- 7. DO NOT MEMORIZE YOUR PRESENTATION** – Interpretations should be interesting, accurate and in good taste. Background information can be used in response to questions from visitors, not as a catalog tour. Center your information to who you are interacting with. Personalize the tour and prioritize your information.
- 8. DO NOT BE AFRAID TO ADMIT A MISTAKE** – We are all human and visitors will understand. If you cannot answer a question, do not be afraid to say "I don't know, let me find out for you." If possible, refer the visitor to someone else for the answer.
- 9. BE PATIENT** – Remember this is the first time a guest has asked a question, even if it's not the first time you have heard it.
- 10. RESPECT THE SITES, MAINTAIN QUALITY OF ITEMS IN USE & ON DISPLAY** - The equipment and buildings that are used at the center are irreplaceable. They are part of our American heritage, which needs to be preserved. Treat everything with respect, maintain historical accuracy, use time period appropriate items in demonstrations.