

Frequently Asked Questions

About the Volunteer Release Agreement

1. What does the Volunteer Release Agreement say?

Here are the main parts of the Volunteer Release Agreement in plain English:

- Participants must share in the responsibility for their own safety and the safety of the group.
- Participants acknowledge that the activity of the trip has inherent risks that cannot be eliminated. Risks include injury, property damage, illness, mental or emotional trauma, paralysis, disability or death.
- Participants agree to release and not sue the AMC (which includes its volunteer leaders) for damages resulting from negligence on the part of the AMC (including on the part of a volunteer leader).
- Participants agree that if they do file a suit against the AMC, they will do so in the state of Massachusetts.

In addition to the above aspects of the VRA, there are other important sections and details in the document. As a volunteer trip leader and a representative of the AMC, it is your duty to be familiar with the language in the VRA. Read the VRA in full and remind yourself of its contents periodically.

2. How am I protected from liability should something go wrong on one of my trips?

As a volunteer trip leader with the AMC, you are afforded many layers of protection that would not be in place were you to lead trips organized outside of our organization. The following structures are in place to protect you (and the AMC more broadly) from liability:

- **Your training and experience** – your training and experience as an AMC volunteer trip leader will help to prevent accidents from happening and will minimize negative outcomes should an accident occur. Furthermore, your training and experience will allow you to respond to affected participants with compassion and dignity, further reducing the likelihood of a lawsuit.
- **Acknowledgement of risks** – all participants must be made aware of the inherent and specific risks they may encounter on a given AMC trip. They are made aware of these risks via the Volunteer Release Agreement and via a verbal statement about risk given by the volunteer trip leader at the start of any activity. When participants have an accurate picture of the risks inherent to a trip, they are far less likely to seek damages should an accident occur.

- **Federal Volunteer Protection Act** – all volunteers for the AMC are covered by the Federal Volunteer Protection Act of 1997, which states that no volunteer or non-profit organization may be held liable for harm caused by an act or omission if the volunteer was acting within the scope of his/her responsibilities. The exceptions to the law are that protection from liability is not afforded in the case of gross negligence, criminal acts, or reckless misconduct, nor is it afforded in the case of injuries caused by operating a motor vehicle that requires a license and insurance to operate.
- **Agreement not to sue** – in signing the Volunteer Release Agreement, all participants are agreeing not to sue the AMC, which includes its volunteer leaders. More specifically, they are agreeing not to sue the AMC for damages resulting from negligence, though if they believe gross negligence has been committed, they have the right to file a lawsuit. This helps ensure that unless there is a valid claim that gross negligence was committed, any other lawsuit will be dismissed on grounds that the participant waived his/her right to file suit.
- **Agreement to file suit in Massachusetts** – in signing the Volunteer Release Agreement, all participants are agreeing that if they file a suit against the AMC, they will do so in the state of Massachusetts, no matter where the damage occurred, where the participant lives, or where the accused person lives. In addition to being the state in which the AMC is headquartered, Massachusetts has a strong case law history upholding the validity of release agreements. This helps ensure that a suit filed in another state will be dismissed due to participants waiving their right to file outside Massachusetts; if a suit is filed in Massachusetts, case law history indicates that the validity of the release agreement will be upheld.
- **AMC Insurance** – all volunteer leaders are protected by the AMC's general liability insurance. So long as the volunteer leader is acting within the Leadership Requirements and Guidelines, he/she will have any and all legal counsel, court fees, and damage awards provided by the AMC's insurance. However, it is extremely unlikely that any volunteer leader would ever rely on these protections due to the many layers of protection against liability outlined above.

3. Do I have to have trip participants sign the Volunteer Release Agreement?

Yes. To not have participants sign the Volunteer Release Agreement is to deviate from the Leadership Requirements and Guidelines. If you were to allow a participant to join an AMC activity without signing the VRA, you would be exposing yourself and the AMC to a variety of possible claims should some harm occur to the participant in the activity. You would not be protected from liability in most of the ways outlined in question #2.

4. What happens if I don't get trip participants to sign the Volunteer Release Agreement?

The Volunteer Release Agreement protects *you*. If you don't inform participants of the risks they may encounter on your trip and you don't have participants sign the VRA, you and the AMC are very vulnerable to any kind of lawsuit that might stem from the trip.

5. What happens if trip participants refuse to sign the Volunteer Release Agreement?

If a person refuses to sign the Volunteer Release Agreement, he/she may not participate on the trip. There is no gray area – a signed VRA is required for participation.

6. Can I alter the Volunteer Release Agreement or allow a participant to alter it?

No. The Volunteer Release Agreement is a legal document and may not be altered. It has been written and revised carefully and any changes would negatively affect its legal value.

7. Do people who participate in activities frequently have to sign the Volunteer Release Agreement each time they go on an outing?

Yes. The Volunteer Release Agreement specifies an activity, leader(s), and date(s). Because this will be different for each activity someone participates in, they must sign the VRA each time. This also provides you with the name and emergency contact for each individual – information that could be valuable in an incident.

8. I am uncomfortable asking participants to sign the Volunteer Release Agreement every time. Some of these people are my friends, and I know they would never sue me or the AMC.

One can never say with certainty what another person would or would not do – you *think* your friend would never sue, but you simply cannot know with certainty. It's similar to the risks we encounter in outdoor settings. Just as we can never say to our participants, "You are completely safe on this trip – nothing will go wrong," we cannot state with certainty that a friend wouldn't sue us or the AMC should something go wrong. As outdoor leaders, we take steps to minimize the chances of an unlikely but catastrophic event taking place; the Volunteer Release Agreement is one more way we do this. It shows strong, capable leadership to have participants sign the VRA every trip. Without it, you are walking on very thin ice.

9. Should minors sign the Volunteer Release Agreement?

If a minor is old enough to sign his or her name, he/she should certainly do so. Even if the law may treat minors differently in the event of legal action, they should still be made aware of the risks involved in an activity and be asked to acknowledge them. If a minor is too young to read and sign the form, a parent or legal guardian should write the minor's name, provide emergency contact information, and sign and date the Volunteer Release Agreement.

Whether or not a minor is able to acknowledge risk and/or sign the VRA, a legal guardian must also sign and date the document. As a reminder, AMC policy requires that individuals under 18 years of age must be accompanied by a parent or responsible adult, who is also responsible for the minor's actions.

10. If I lead trips frequently or if I am collecting forms from many leaders, how often should I submit the signed Volunteer Release Agreements?

Forms can be submitted as often as it is convenient for you but we ask that you wait no more than six months before sending the forms to the AMC Boston office.

11. What is done with signed Volunteer Release Agreements after they are received in the Boston office?

Volunteer Release Agreements are used for a number of purposes. AMC staff collects data on how many trips are being offered, number of participants on trips, number of minors participating on trips, etc. The Membership Department collects the names and contact information of non-members in order to do outreach on the benefits of becoming an AMC member. Activities of individual leaders or participants are not tracked.

In addition to providing data, signed VRAs are legal documents that may be useful in the event of legal action. Because of the potential for legal action to be taken years after an incident, signed VRAs are stored for ten or more years in the Boston office.

12. Why are there separate sections for members and non-members to sign the Volunteer Release Agreement?

In 2013, the AMC's Membership Department, working in conjunction with the Regional Directors, advocated for a two-page Volunteer Release Agreement so that members could continue to provide only their name, signature, date, and emergency contact number and non-members could provide the above information as well as their email and mailing addresses. The text of the release itself is identical for members and non-members alike. The Membership Department reaches out to non-member trip participants to encourage them to join the AMC. Trip leaders are asked to strongly encourage participants to fill in their contact information (they can always opt out of emails and mailings later on), but filling it out is **not** required to participate – only a person's name, signature, date and emergency contact information are required for participation.

If you have a suggestion for other questions about the Volunteer Release Agreement you'd like answered or if you'd like to speak with someone about the VRA, please contact us at leadership@outdoors.org.