



Release and Waiver of Liability

PLEASE READ CAREFULLY
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

This Release and Waiver of Liability (the "Release") is executed on this ____ day of _____, _____, by **(PRINT NAME)** _____, (the "Volunteer"), in favor of the **City of Mission, Kansas**, it's governing body, officers, employees, and agents and other volunteers (collectively, the "City").

I, the Volunteer, desire to work as a volunteer for the City and engage in the activities related to being a volunteer ("Activities"). I understand that the Activities may include but are not limited to the following: (description of activities)

Bending over to pull plant waste & limbs, moderate lifting, using mechanical tools, raking, and shoveling. Working with gardening/power tools including some with sharp edges, or what is provided; and other related activities. Activities are occurring near a busy intersection.

I, the Volunteer, hereby freely, voluntarily and without duress execute this Release under the following terms:

Release and Waiver. I, the Volunteer, do hereby release and forever discharge and hold harmless the City and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with the City, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of the City or of other volunteers.

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand that the City does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.

Medical Treatment. I, the Volunteer, do hereby release and forever discharge the City from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with the City.

If the Volunteer is less than 18 years of age, the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians") also hereby release and forever discharge the City from any claim whatsoever which arises or may hereafter arise on account of the decision by any representative or agent of the City to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child.

Assumption of the Risk. I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: physical activity; exposure to weather travel to and from the work sites; and exposure to environmental conditions which may cause injury or worsen certain illnesses, and I accept full responsibility for providing and/or wearing protective clothing and or safety devices as may be required. ***I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the City from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities.***

Insurance. I, the Volunteer, understand that, except as otherwise agreed to by the City in writing, the City is under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

Photographic Release. I, the Volunteer, do hereby grant and convey unto the City all right, title, and interest in any and all photographs and video or audio recordings of or including my image or voice, made by the City during my Activities with the City, including, but not limited to, the right to use such photographs or recordings for any purpose and to any royalties, proceeds or other benefits derived from them.

Other. I, the Volunteer, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where the Activities take place. I further agree that in the event 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 clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release does not prevent the exercise of any other right.

To express my understanding of and agreement with this Release, I sign here with a witness.

Volunteer Name (please print): _____

Signature: _____
(Signature of parent or legal guardian if Volunteer is under 18 years of age)

Address: _____

Phone: (Home/Cell/Work) _____ **E-mail:** _____

Date of Birth: _____ **Circle One:** Male / Female

Witness: Name (please print): _____ **Signature:** _____

Group/Organization/Church/Individual: _____
(Who are you out with today?)

EMERGENCY CONTACT INFORMATION (must be filled out if Volunteer is under 18)

Name: _____ **Relationship:** _____

Address: _____

Phone: (H) _____ **(C/W)** _____