



VOLUNTEER AGREEMENT, RELEASE OF LIABILITY,
COVENANT NOT TO SUE, AND INDEMNIFICATION
(Eighteen (18) years of age or older)

I, _____, the undersigned, hereby represent that I am eighteen (18) years of age or older and that I am a member of the _____ (the "Organization"), and that I have volunteered to participate as a member the Organization in the Town of Timnath (the "Town") Adopt-A-Street Program (the "Program") which participation shall include the picking up of litter and other waste materials from the Town street adopted by the Organization known as _____ (the "Adopted Street"). In connection with my participation in the Program as a member of the Organization and as a volunteer participating in the clean-up of the Adopted Street, I hereby release the Town, and its officers and employees, from any and all liability for any and all claims and causes of action which I may hereafter have on account of any and all injuries and damage to me or my property, or on account of my death, arising out of or relating to my participation in the Program, or incidental thereto.

I acknowledge that I am aware of the risks and hazards inherent in my participation in the Program, in particular the dangers associated with working near moving motor vehicle traffic on the Adopted Street, and do hereby voluntarily assume all such risks of loss, damage, or injury to me or my property, including death, which may be sustained while or incidental to my participation in the Program.

I hereby acknowledge and agree that my participation in the Program is as a volunteer for the Town and I understand that the term "volunteer" means that my services are rendered to the Town in the Program for no compensation and that as such my relationship with the Town does not entitle me to any workers' compensation benefits. I also agree that while participating in the Program that I will abide by all of the Town's safety policies and regulations.

In addition, I covenant and agree not to sue the Town, and/or its officers and employees, and agree to forever hold them and each of them harmless from any liability, claims, demands, actions, or causes of action which may arise from my participation in the Program. I hereby agree to indemnify and hold harmless the Town, its agents, employees, legal representatives, and their successors and assigns from and against any and all claims, liabilities, losses, demands, and court costs (including reasonable attorneys' fees) arising from any property damage or any personal injury to, or death to, any persons, including but not limited to myself and my spouse, child or children, as a result of my participation in any manner whatsoever in the Program. I agree to promptly pay the Town the full amount of any such costs, loss or damage which the Town, its successors and/or assigns may sustain or incur, for which the Town, its successors or assigns may become liable.

This Volunteer Agreement, Release of Liability, Covenant Not to Sue shall be binding upon me and my heirs, executors, administrators, personal representatives, and assigns, and shall inure to the benefit of the Town, its officers and employees, and its successors and assigns.

Volunteer

Date