



VOLUNTEER AGREEMENT, RELEASE OF LIABILITY,
COVENANT NOT TO SUE, INDEMNIFICATION, AND PARENTAL CONSENT

(Under eighteen (18) years of age)

I, _____, the undersigned, hereby represent that I am under the age of eighteen (18) 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. 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 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 worker's 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. 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.

I, _____, the undersigned parent of the volunteer, represent that I am the mother, father, or the legal guardian of _____, who is under the age of eighteen (18) years, and that my child has signed this Volunteer Agreement, Release of Liability, Covenant Not to Sue, and Parental Consent with my full knowledge and consent, and that I hereby join in the execution of the same and do hereby independently agree to the same terms and provisions hereof for myself, my said child, and my heirs, executors, personal representatives, and assigns. In addition, I too am aware of the risks and hazards inherent to my child's participation as a member of the Organization in the Program, and recognizing such risks and hazards, do hereby give my consent and approval to my child's participation in said activity. I, _____, the undersigned parent of the volunteer, 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 child's 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, and Parental Consent shall be binding upon the undersigned's 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

Parent of Volunteer

Date