

**RELEASE AND WAIVER OF LIABILITY
CITY OF NEW ALBANY, MISSISSIPPI
ADOPT-A-STREET PROGRAM**

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") executed on this _____ day of _____, 20____, by _____ (the "Volunteer") in favor of City of New Albany, Mississippi, a Mississippi municipal corporation ("New Albany"), its elected officials, officers, employees, and agents.

IN CONSIDERATION OF THE VOLUNTEER BEING ABLE to serve as a volunteer for New Albany in any activity which would include but not be limited to participation in New Albany's Adopt-a-Street program, or any other volunteer program created by New Albany for the maintenance, improvement, or work in or upon New Albany facilities, or any other related New Albany activity, the undersigned Volunteer and/or guardian do hereby freely, willfully, and without duress execute this Release and Waiver of Liability under the following terms:

- 1) **WAIVER AND RELEASE:** Volunteer and/or guardian does hereby release and forever discharge and hold harmless New Albany, its elected officials, officers, employees, and agents and their successors and assigns from any and all liability and claims, demands, rights of action, actions, of whatever kind of nature, either in law or equity, which arise or may hereafter arise from Volunteer's activities with New Albany. Volunteer and/or guardian understands and acknowledges that the execution of this Release discharges and will discharge New Albany from any liability or claim that the Volunteer and/or guardian may have against New Albany with respect to any bodily injuries, personal injuries, illnesses, death, or property damage which may result from Volunteer activities with New Albany. Volunteer and/or guardian further understand that New Albany assumes no responsibility for and is not obligated in any way 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 damage. Volunteer and/or guardian agree to hold harmless and indemnify Tempe from any legal matter, lawsuit, or litigation arising from this volunteer relationship.
- 2) **MEDIAL TREATMENT:** Volunteer and/or guardian does hereby further release and forever discharge New Albany and its elected officials, officers, employees, and agents from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's activities with New Albany. Volunteer and/or guardian understands and acknowledges that the execution of this Release will release New Albany from any financial or other assistance in the event of injury, or death, or property damage. All volunteers are encouraged and expected to maintain their own medical and health insurance.
- 3) **ASSUMPTION OF RISK:** Volunteer and/or guardian recognizes and understands that the activities with New Albany shall include, but are not limited to, inherently hazardous activities such as working in a potentially dangerous environment, pulling weeds, picking up trash and debris along public paths, roads and streets, dealing with graffiti and damaged property, loading and unloading, and transportation to and from the volunteer worksites. Volunteer and/or guardian hereby expressly and specifically assumes the risk of injury or harm in these situations and releases and discharges New Albany from and waives any and all liability for any injury, illness, death, or property damage resulting from the activities of the Volunteer with New Albany.
- 4) **INSURANCE:** All volunteers are expected and encourage to arrive with their own health insurance plans in effect.
- 5) **OTHER:** Volunteer hereby grants and convey to New Albany all right, title, and interest in any and all photographic images and/or audio recordings made by New Albany during the Volunteer's activities with New Albany, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Volunteer and/or guardian understand that New Albany is not agreeing to

employ said Volunteer, and that no employer/employee relationship exists between the parties.
Volunteer and/or guardian understand this is the complete and only agreement between the parties.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

VOLUNTEER: _____

WITNESS: _____

Date of Birth: _____

Phone #: _____

If volunteer is a minor (under the age of 18), parent/guardian signature is required. If Volunteer is under the age of 18, reasonable supervision by an adult (person age 21 or over) is required.

GUARDIAN: _____

Phone #: _____

In case of emergency, contact: _____

Phone #: _____

Address: _____

Relationship: _____