

**City of Midway/Walter Bradley Park Board
VOLUNTEER WAIVER & LIABILITY RELEASE**

Please read carefully! This is a legal document that affects your legal rights!

I want to participate in volunteer activities for the City of Midway and the Walter Bradley Park Board, henceforth referred to as WBPB. As a WBPB volunteer, I freely, voluntarily, and without duress, execute this release under the following terms:

1. **Assumption of Risk.** I understand that my work for WBPB may include activities that are hazardous and/or physically strenuous, and I may be exposed to personal injury or damage to my property as a result of my activities, the activities of other persons, or the condition under which my services are performed while participating in WBPB volunteering.
I agree to the following:
 - * I will follow all instructions provided by the WBPB, its employees, and/or volunteer coordinators.
 - * I will only use equipment that I know how to operate and use safely.
 - * I will not undertake any activity for which I do not feel sufficiently prepared, or able, and until I have received instructions.
 - * I will take all reasonable precautions to avoid injury to myself or others and damage to property.
 - * I agree to assume the risk of injury or harm and release the WBPB, its officers, directors, employees, and other WBPB volunteers from all liability for injury, illness, death, or property damage arising from my work as a volunteer.
2. **Waiver and Release.** THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the WBPB, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claims, losses, damages and expenses or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participation in any volunteer service or activities. I understand that this release discharges the releasees from any liability that may result from my work whether caused by the negligence of the WBPB. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the releasees from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the premises of the park or participation in any volunteer service or activities whether caused by the negligence of the releasees or otherwise. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee or otherwise while in, about or upon the premises of the park and/or while using the premises or any facilities or equipment thereon or participation in any volunteer service or activities.
3. **Medical Treatment.** I release and discharge the WBPB from any claim that arises or may arise due to any first aid, medical treatment, or service rendered to me.
4. **Insurance.** *Volunteers are encouraged to have medical/health insurance.* The WBPB does not have responsibility for providing any health, medical or disability insurance coverage for me. I understand that if I drive my personal vehicle for WBPB business while volunteering, I must have a valid driver's license and proof of auto insurance.
5. **Photographic Release.** I grant to the WBPB the right to use photographic images and video or audio recordings of me that are made by the WBPB or by others during my volunteer work for the WBPB.
6. **Duration of Release.** My agreement to the terms in the Release and Waiver applies for one (1) year from date below.
7. **Other.** I agree that this release is intended to be as broad and inclusive as permitted by the laws of Kentucky and that this Release is governed by and will be interpreted according to the laws of Kentucky. I understand that should any part of this Release be ruled invalid by a court, the other parts will remain valid and continue to be in effect. I understand that I am only a volunteer when I have been authorized by the WBPB to serve as a Volunteer for a project. I am not authorized to provide voluntary services to WBPB unless authorized to provide these services, and if I provide services when I am not an authorized volunteer, then I am a trespasser on all property owned or maintained by WBPB when I enter the property for the purpose of providing any work or services to WBPB or to the community in general. If I enter any park property other than as an expressly authorized volunteer, then it is my intent that I enter onto the property solely for recreational purposes and not to provide volunteer services.

I certify that I am at least eighteen (18) years of age or have had this document signed by my parent or guardian.

Signature

Name of adult 18 or older (Please print.)

If signing for a minor, their name(s)

Emergency contact and their phone number

Street/City/State/Zip

Email address

Your phone number

Date you signed this document