

RELEASE AND WAIVER OF LIABILITY
CITY OF TEMPE, ARIZONA
ADOPT A PATH PROGRAM

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

IN CONSIDERATION OF THE VOLUNTEER BEING ABLE to serve as a volunteer for Tempe in any activity which would include but not be limited to participation in Tempe's Adopt-a-Path program, or any other volunteer program created by Tempe for the maintenance, improvement, or work in or upon Tempe facilities, or any other related Tempe 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 Tempe, its elected officials, officers, employees, and agents and their successors and assigns from any and all liability and claims, demands, rights of action, or actions, of whatever kind of nature, either in law or equity, which arise or may hereafter arise from Volunteer's activities with Tempe. Volunteer and/or guardian understands and acknowledges that the execution of this Release discharges and will discharge Tempe from any liability or claim that the Volunteer and/or guardian may have against Tempe with respect to any bodily injuries, personal injuries, illnesses, death, or property damage which may result from Volunteer activities with Tempe. Volunteer and/or guardian further understand that Tempe 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) MEDICAL TREATMENT: Volunteer and/or guardian does hereby further release and forever discharge Tempe 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 Tempe. Volunteer and/or guardian understands and acknowledges that the execution of this Release will release Tempe 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 THE RISK: Volunteer and/or guardian recognizes and understands that the activities with Tempe shall include, but is not limited to, inherently hazardous activities such as working in an 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 work sites. Volunteer and/or guardian hereby expressly and specifically assumes the risk of injury or harm in these situations and releases and discharges Tempe from and waives any and all liability for any injury, illness, death, or property damage resulting from the activities of the Volunteer with Tempe.

4) INSURANCE: All volunteers are expected and encouraged to arrive with their own health insurance plans in effect.

5) OTHER: Volunteer and/or guardian expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Arizona. Volunteer and/or guardian agrees that in the event that 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 provisions hereof which shall continue to be enforceable. Volunteer hereby grants and conveys to Tempe all right, title, and interest in any

and all photographic images and/or video or audio recordings made by Tempe during the Volunteer's activities with Tempe, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Volunteer and/or guardian understand that Tempe 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 # - Day _____

Address _____ Phone # - Evening _____

Relationship _____

Family Physician _____ Phone # _____

Allergies (Medicine, Food, etc.) _____