



### City of Albany Volunteer Waiver

This is a waiver and release. Please read carefully before signing.

I, the undersigned, enter this release and waiver of liability, assumption of risk, and indemnity agreement (“Agreement”) for the benefit of myself, my personal representatives, next of kin, heirs, successors, and assigns.

- I will cause any participants under the age of 18 named below to agree and comply with the terms of the Agreement and not to take any actions that would assist or cause the minor participants to invalidate, renounce, negate, revoke, or disclaim any part of the Agreement.
- I make this agreement for the benefit of the City of Albany, other individual volunteers, project coordinators, sponsors, suppliers, supporters, and all private and public land owners on whose property the project described above may be located.
- I make this agreement in consideration of the Released parties providing me with the opportunity to participate as a volunteer on this project.
- I understand the project may include dangerous or hazardous activities and that the project may take place on a location or under conditions that may be dangerous to me.
- I accept full personal responsibility for all risks arising from or relating to this project.
- My participation in this project is completely voluntary and I have neither received nor expect to receive any compensation for my participation in it.
- I agree to read, listen to, and follow all safety instructions and procedures presented in conjunction with this project and to use my best judgment based on my physical and mental abilities at all times, and to immediately terminate participation in this project if activities become too strenuous, difficult or hazardous for me.
- I agree that the activities necessary to complete the project have been fully and adequately explained to me and that I am physically and mentally capable of participating in the project without injuring myself in any manner.
- I agree to waive all liability of the released parties, hold them harmless, indemnify them, discharge them, covenant not to sue them, and reimburse them for any liability, claims, sums, costs, or other expenses on my account that may be caused in whole or in part by my participation in the project.
- I further agree that, despite this release and waiver of liability, assumption of risk and indemnity agreement, if I or anyone on my behalf makes a claim against the released parties, I will indemnify, save, and hold harmless each of the released parties from any litigation expenses, attorneys’ fees, loss, liability, damage, or costs that any released party may incur as a result of such action.
- I agree that this agreement shall act as a complete bar against all actions or claims that I might otherwise bring against the released parties, including negligence claims, arising from or related to this project.
- I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature. I intend this agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law, and I further agree that if any portion of this agreement is held invalid, then the balance of the agreement shall continue in full force and effect.
- I understand that a photographer may be present to photograph the activities at the project and that I may be photographed while participating in the project. I agree that I will contact the photographer if I do not wish to be photographed. In consideration of the publication of my image/photograph(s), I hereby grant permission to the City of Albany and its representatives to use my image/photograph(s) in any and all of its publications, including Web site entries, without payment or other consideration. I further consent to any assignment, distribution, or transfer of my image/photograph(s) to third parties and I hereby transfer to the City of Albany any copyright or ownership that I may have to my image/photograph(s). I will forever indemnify and hold harmless the City of Albany and its agents, officers, and employees from any claims of liability, including costs of defense, which may result from the release, assignment, transfer, dissemination or publication of my image/photograph(s).

**The City of Albany & SOLVE will not sell or trade your information. It is used primarily for insurance purposes.**

|   |   |
|---|---|
| <b>Print name of adult participant:</b> _____   |   |
| <input type="checkbox"/>  | <b>I am a participant and over the age of 18.</b><br>(Check box if applicable)  |
|   | _____<br><div style="display: flex; justify-content: space-between;"> <span><b>Adult Signature</b></span> <span><b>Date</b></span> </div>   |
| <b>Organization/company</b><br>(if applicable)  |   |
| <b>Contact Info: Phone or Email</b> (if you wish to be contacted about future events) |   |
| <input type="checkbox"/>  | <b>Parents, guardians, or responsible adults: By signing this waiver (sign above) for youth volunteers, I certify that: I am authorized, responsible, and signing this waiver for the following participants under the age of 18.</b> |
| (check if minor)  | <b>Name of Minor(s):</b><br>_____<br><div style="display: flex; justify-content: space-between;"> <span><b>Print first and last name of Minor</b></span> <span><b>Print first and last name of Minor</b></span> </div>                |

