

VOLUNTEER WAIVER AND RELEASE OF LIABILITY FORM

IN CONSIDERATION OF the risk of injury that exists while participating in Volunteering Activities with the **Village of West Jefferson** and

IN CONSIDERATION OF my desire to participate in said Activities and being given the right to participate in same;

I _____ HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor", "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge, locates at the Village of West Jeffersons properties and events, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representative, predecessors, successors and assigns (collectively "Releases"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATION IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT, LIMITED TO PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOME MAY ARISE FROM MY OWN OR OTHERS NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION (S). NONTHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Release against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Release is not responsible for errors, omissions, act or failures to act of any party or entity conducting a specific event or activity on behalf of Releases. In the event that I should require medical care or treatment, I authorize to provide all emergency medical care deemed necessary, including but not limited to, first aide, CPR, the use of AEDs, emergency medical transport and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance information on me while volunteering.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE ANY AND ALL OF ITS AFFLICATES, MANAGERS. MEMBERS, AGENT, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST THE VILLAGE OF WEST JEFFERSON, THEIR STAFF, REPRESENTATIVES AND VOLUNTEERS FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of, its agents, and employees.

I agree that this Release shall be governed for all purposes by law, without regard to any conflict of law principles. This Release superseded any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of me or my families or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION WITH THE **Village of West Jefferson, 28 E. Main Street, West Jefferson Ohio 43162**

VOLUNTEER NAME: _____

ADDRESS: _____

PHONE # _____

Are you retired from any Ohio Public Retirement System? Yes or No

X _____

Volunteer Signature (If over 18 years old)

Date

X _____

Legal Parent or Guardian (If volunteer is under the age of 18)

Date