

VOLUNTEER RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
DEFENSE AND INDEMNITY AGREEMENT

COVID-19 WAIVER, ASSUMPTION OF RISK, DEFENSE AND INDEMNITY
AGREEMENT

“Volunteer” means the individual signing this document. If Volunteer is less than eighteen (18) years old, this document must be agreed to and signed by Volunteer’s parent or legal guardian.

“City” means the City of Huntington, Indiana, its officers, employees, departments, boards, commissions, agents, appointees, contractors, and volunteers.

The undersigned Volunteer has requested permission to volunteer his/her assistance to the City. Volunteer’s assistance, including but not limited to the collection and disposal of leaves, brush, limbs and other waste, may include activities that contain inherent risks that could cause serious bodily injury or death. In consideration of the City’s grant of permission, Volunteer agrees that Volunteer’s assistance is undertaken at his/her own risk and that the City shall not be liable for any claims, demands, injuries, damages, action or causes of action, and expenses, including attorney fees, caused by, or alleged to be caused by, arising out of or connected with the actions, negligent or otherwise, of the City (“Claims”). The undersigned Volunteer expressly and forever releases, and promises to defend, indemnify, and hold harmless, the City from any and all such claims.

ADDITIONAL COVID-19 RISK WAIVER:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is highly contagious and is believed to spread mainly from person-to-person contact. The City has put in place preventative measures to reduce the spread of COVID-19; however, the City cannot guarantee that you, the program participant, or your family and household members will not become infected with COVID-19. Further, volunteering could increase the risk of you, the volunteer, or your family and household members of contracting COVID-19.

By signing this agreement, I/we acknowledge the contagious nature of COVID-19 and voluntarily, on behalf of myself and my family and household members, assume the risk that any or all of us may be exposed to or infected by COVID-19 as a result of volunteer activities as outlined above, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I/we also acknowledge and understand that all of the risks of COVID-19 are not known. I/we understand that the risk of becoming exposed to or infected by COVID-19 during my volunteering activities may result from the actions, omissions, or negligence of me and others, including, but not

limited to, the City. I/we voluntarily agree to assume all of the foregoing risks, known and unknown, and accept sole responsibility for any injury or loss to me and other members of my family and household.

I/we hereby waive, release, discharge, and agree to hold harmless, defend and indemnify the City of and from any and all claims, liabilities, actions, damages, costs or expenses, including attorney fees, of any kind whatsoever, arising out of or relating to COVID-19. I/we understand and agree that this release includes any and all claims based on actions, omissions, negligence, or gross negligence, actual or alleged, of the City, whether such claims arise before, during, or after my volunteer activities on behalf of the City. I, Read, understood, and agreed to by those signing below this _____ day of _____, 2022.

Signature of Volunteer

Signature of Parent or Legal Guardian

Printed Name of Volunteer

Printed Name of Parent or Legal Guardian

Date of Birth of Volunteer