

CITY OF EVANSVILLE, INDIANA

VOLUNTEER WAIVER, RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT

I agree as follows: (1) I am volunteering my services for the ***Christmas Parade on North Main*** event scheduled for **Sunday, November 22, 2020**; (2) I will perform assigned tasks that are within my physical capability, and I will not undertake tasks that are beyond my ability; (3) I am familiar with the safe operation and use of machinery, equipment and tools that I may utilize in connection with transporting, erecting, dismantling or returning of the City of Evansville's barricades, gates and/or fencing, and I will not undertake to use any machinery, equipment or tools with which I am unfamiliar or which I do not know how to operate safely; (4) I will perform only those tasks assigned, observe all safety rules, and use care in the performance of my assignments; (5) I specifically acknowledge that I am engaging in this activity as a volunteer and not as a City of Evansville, Indiana employee, agent, official, officer or representative, and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from the City of Evansville, Indiana, or any Event promoter, sponsor, or organizer, nor will I make any such claim.

I understand that the transporting, erecting, dismantling or returning of the City of Evansville's barricades, gates and/or fencing involves certain inherent risks, including but not limited to, the risks of possible injury, infection or loss of life as a result of contact with metal objects or other hazardous materials, or from over-exertion or environmental conditions, including but not limited to flooding, sun exposure, or dangerous terrain. Despite the risks, I still choose to participate in such activity. I hereby authorize the City of Evansville's representative or other qualified person to act for me in any emergency requiring medical care and/or treatment associated with participation in this activity if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents, or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so. I understand that I must provide my own medical insurance and accept full and complete responsibility for payment to any such sources.

This agreement (i) will be governed by the laws of the State of Indiana applicable to agreements made and entirely performed therein and (ii) reflects the complete understanding between the parties and supersedes all prior discussions and understandings, oral or otherwise, between the parties with respect to its subject matter, and cannot be modified except in a writing signed by both parties.

IN CONSIDERATION OF MY PARTICIPATION IN THIS EVENT, AND OTHER VALUABLE CONSIDERATION, I HEREBY RELEASE, INDEMNIFY, HOLD HARMLESS AND DISCHARGE THE CITY OF EVANSVILLE, INDIANA, ITS AFFILIATES, AGENTS, DIRECTORS, DISTRIBUTORS, EMPLOYEES, OFFICERS, INSURERS, PARENTS AND SUBSIDIARIES, AS WELL AS ALL ADVERTISERS, SPONSORS, OTHER REPRESENTATIVES, PARTICIPANTS AND VOLUNTEERS INVOLVED IN THE EVENT (COLLECTIVELY THE "RELEASE PARTIES"), FROM AND AGAINST ANY CLAIMS, ACTIONS, DEMANDS, DAMAGES, LOSSES, COSTS, EXPENSES AND/OR LIABILITIES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND EXPENSES) OF ANY KIND OR NATURE (INCLUDING WITHOUT LIMITATION ALL INJURIES, DISABILITY OR DEATH) ARISING OUT OF OR IN CONNECTION WITH THE EVENT, THE GRANT OF RIGHTS HEREUNDER OR BREACH OF THESE REPRESENTATIONS AND WARRANTIES AND EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF THE SOLE NEGLIGENCE OR CARELESSNESS ON THE PART OF SUCH RELEASED PARTIES.

SIGNATURE: _____

(PRINT) NAME: _____

ADDRESS: _____ E-MAIL: _____

CITY, STATE, ZIP _____

TELEPHONE: _____ FAX: _____

DATE OF BIRTH: _____ DATE: _____

FOR USE BY PARENT OR GUARDIAN OF VOLUNTEER UNDER 18 YEARS OF AGE: I represent that I am a parent/guardian of the minor named above and I agree that the waiver and release contained herein binds us and said minor to all of the terms thereof.

Parent or Guardian: _____ Date: _____