

**CITY OF EVANSVILLE, INDIANA**  
**KEEP EVANSVILLE BEAUTIFUL**  
**VOLUNTEER WAIVER, RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT**

I agree as follows: (1) I am volunteering my services for the "Clean Evansville Initiative" clean-up events scheduled for various dates throughout 2012 (the "Events"); (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 the Events, 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 or Keep Evansville Beautiful 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, Keep Evansville Beautiful or any promoter, sponsor, or organizer of the Events, nor will I make any such claim.

I understand that the Events involve certain inherent risks, including but not limited to, the risks of possible injury, infection or loss of life as a result of contact with needles, condoms, metal objects, burning embers or other hazardous materials, wild animals, poisonous plants, snakes, 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 at the Events. I hereby authorize the City of Evansville's and Keep Evansville Beautiful'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 THESE EVENTS, AND OTHER VALUABLE CONSIDERATION, I HEREBY RELEASE, INDEMNIFY, HOLD HARMLESS AND DISCHARGE THE CITY OF EVANSVILLE, INDIANA, KEEP EVANSVILLE BEAUTIFUL ITS AFFILIATES, AGENTS, DIRECTORS, DISTRIBUTORS, EMPLOYEES, OFFICERS, INSURERS, PARENTS AND SUBSIDIARIES, AS WELL AS ALL ADVERTISERS, SPONSORS, OTHER REPRESENTATIVES, PARTICIPANTS AND VOLUNTEERS INVOLVED IN THESE EVENTS (COLLECTIVELY THE "RELEASED 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 THESE EVENTS, 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: \_\_\_\_\_ SCHOOL: \_\_\_\_\_  
(PRINT) NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ E-MAIL: \_\_\_\_\_ (if available)  
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: \_\_\_\_\_