



## **VOLUNTEER PARTICIPATION AGREEMENT**

Activity/Event: \_\_\_\_\_

### **WAIVER AND RELEASE**

In signing this agreement, I, (the "Volunteer" or Guardian of the "Volunteer") understand and agree to the following:

This agreement is entered into with City of Gladstone ("City") jointly by the undersigned, "Volunteer" or Guardian of the "Volunteer" in order to permit the Volunteer to participate in volunteer activities with the City. This agreement is for the benefit of the City and each of its elected officials, employees, officers, agents, and representatives (known individually as a "Released Party" and collectively as "Released Parties").

I, for myself as the Volunteer or on behalf of the Volunteer as their Guardian do hereby release and forever discharge and hold harmless the City and the Released Parties as well as their successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's activities with the City.

Neither the City nor the Released Parties shall be held responsible or liable for any personal injury, other injury, death, damage, loss, or expense; either to Volunteer or Volunteer's property, whether or not such injury, death, damage, loss, or expense is caused by the negligence of the City, any Released Party or any other person. It is my intention to exempt and hold harmless the City and all Released Parties from any and all liability related in any way to Volunteer's participation in City volunteer activities.

### **ASSUMPTION OF RISKS**

I affirm that I have been advised that the participation in any volunteer activities comes with inherent risks. The specific risks vary from one activity to another, but the risks may range from minor to catastrophic injuries. I have had the opportunity to ask about the inherent risks associated with the activities the Volunteer is going to perform, and I understand the risks involved in those activities and further know, understand, and appreciate these and other risks that are inherent in these types of activities. I hereby assert that Volunteer's participation is voluntary and that I knowingly assume all such risks on behalf of the Volunteer.

### **INDEMNIFICATION AND HOLD HARMLESS**

I, for myself as the Volunteer or on behalf of the Volunteer as their Guardian, agree to INDEMNIFY AND HOLD the City HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees brought as a result of Volunteer's involvement in this program and to reimburse them for any such expenses incurred.

I, for myself as the Volunteer or on behalf of the Volunteer as their Guardian, expressly agree that this Release shall be governed by and interpreted in accordance with the laws of the State of Oregon, and further agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

I, for myself as the Volunteer or on behalf of the Volunteer as their Guardian, have carefully reviewed each of the sections above, and fully understand the agreements contained therein. I have had the opportunity to consider the agreements and ask questions and freely enter into this agreement in order for Volunteer to engage in the volunteer activities with the City upon these terms.

I, for myself as the Volunteer or on behalf of the Volunteer as their Guardian, understand that by signing this agreement, we are releasing the City from any and all liability and legal responsibility for injury, damage or death connected in any way with Volunteer's participation in the volunteer activities with the City, and we agree not to initiate any legal action against the City or the Released Parties for personal injury, damage or death. We understand that this release is also binding on Volunteer's personal representatives, heirs, executors, administrators, successors and assigns and any guardian that may be appointed for Volunteer in the future.

**ACKNOWLEDGMENT OF UNDERSTANDING**

I have read the above assumption of risk, release/waiver and indemnity/hold harmless agreement, and I fully understand its terms, and understand that I am giving up substantial rights on behalf of myself as the Volunteer or on behalf of the Volunteer as their guardian. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

Volunteer Emergency Phone Numbers, mark preference [1,2,3]:

Cell \_\_\_\_\_ [ ]

Work \_\_\_\_\_ [ ]

Home \_\_\_\_\_ [ ]