

City of Welton Volunteer Information Form / Release and Waiver of Liability

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR
LEGAL RIGHTS!

Volunteer Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Email: _____

In Case of an emergency, please contact:

Name: _____ Phone No. _____

Address: _____

Relationship: _____

This Release and Waiver of Liability (the "Release") is executed by (the "Volunteer") in favor of the City of Welton (the "City"), its officials, employees, representatives, and agents. The Volunteer desires to work as a volunteer for the City and engage in activities related to being a volunteer (the "Activities"), The Volunteer understands that the activities may include use of hand tools, power tools, equipment and machinery, as well as working indoors or outdoors. The Volunteer hereby freely, voluntarily, and without duress executes this Release for the Volunteer's self, personal representatives, heirs, and next of kin under the following terms:

Release and Waiver: Volunteer does hereby release, forever discharge, covenant not to sue, and hold harmless the City, its officials, employees, representatives, and agents 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 on behalf of the City. Volunteer understands that this Release discharges the City from any and all liability or claim that the Volunteer *may* have against the City with respect to bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with the City. Volunteer also understands that the City does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Medical Treatment: Volunteer does hereby release and forever discharge the City, its officials, employees representatives, and agents from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with the City.

Assumption of Risk: The Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from work sites. Volunteer agrees to inspect all work sites and the tools for all Activities. The Volunteer understands that the City may provide little or no training related to the Activities. The Volunteer understands that he or she may be required to supply his or her

own safety equipment in the performance of the activities. The Volunteer understands that he or she always has the right to refuse to perform any Activity that the Volunteer feels he or she is unqualified to perform or that the Volunteer deems to be unsafe. The Volunteer represents that he or she is physically and mentally capable of performing all Activities or agrees to remove him or herself from same.

VOLUNTEER HEREBY EXPRESSLY AND SPECIFICALLY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, HARM, OR DEATH IN CONNECTION WITH THE ACTIVITIES HE OR SHE MAY PERFORM, AND RELEASES THE CITY, ITS OFFICIALS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM ANY AND ALL LIABILITY FOR INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE ARISING OUT OF, OR RESULTING FROM, THE ACTIVITIES

Insurance: The Volunteer understands that, except as otherwise agreed to in writing by the City, the City does not carry or maintain health, medical, or disability coverage for any Volunteer. EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL OR HEALTH INSURANCE COVERAGE.

Photographic Release: Volunteer does hereby grant and convey unto the City all right, title, and interest in any and all photographic images and video or audio recordings made by the City during the Volunteer's Activities with the City, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Other: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Iowa, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Iowa. Volunteer agrees 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.

INDIVIDUALS WILL NOT BE PERMITTED TO VOLUNTEER WITHOUT COMPLETING A RELEASE AND WAIVER FORM. IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year written below.

Printed Name: _____

Signature: _____ Date: _____

**Parent/Guardian must also sign if volunteer is under the age of 18

Printed Name: _____

Parent/Guardian Signature: _____ Date: _____

Received by the City of Welton on _____ (Date) By : _____