



## Volunteer Project Waiver of Liability

NAME: \_\_\_\_\_ Date of Birth \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BEST PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ PROJECT: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

In consideration of my participation as a volunteer for the Town of Gilbert, on behalf of myself and all heirs, administrators, executors and assigns, I agree to the following: **Assumption Of Risk And Waiver Of Liability.** I hereby release and agree to indemnify and hold harmless the Town of Gilbert, its employees and agents, from any and all liability for any damage or injury which may occur or result, regardless of the cause, from my participation in the Volunteer Project. This release of liability and agreement given by me to the Town of Gilbert, its employees and agents, shall apply to any claim, demand, suit or right of action that might accrue to myself, my heirs and my personal representatives, including claims of negligence. Further, I agree to assume all risks associated with my participation in the Volunteer Project, and I am fully aware that personal danger may be involved in this activity. I further understand that this Volunteer Project may be managed solely by other volunteers and that there may be no Town staff present at the Volunteer Project, and I agree to participate in the Volunteer Project with full knowledge of these conditions. I agree not to seek contribution or indemnification from the Town, its employees or agents, if I am sued by any party in connection with my participation in the Volunteer Project. **Media Consent.** I consent to the unrestricted use of my image and/or my name, in connection with the Volunteer Project, by the Town of Gilbert or any person authorized by the Town of Gilbert, including, but not limited to, any photographs, audio or video recordings, interviews, videotapes, or motion pictures whether for television, radio or print media. **Tools and equipment.** In consideration of the Town of Gilbert making its tools and/or equipment available for my use, I agree to indemnify the Town of Gilbert, its employees, agents, officials, and officers from all liability, including claims or actions for physical injury, death, or property damage arising out of or in connection with the borrowed tool(s) and equipment, including those claims based on product liability or negligence. I agree to waive any and all claims that I may have against the Town of Gilbert, its employees, agents, officials and officers for any physical injury, death or property damage I experience arising out of the use of the borrowed tool(s) and equipment, including claims based in negligence. I acknowledge that the power tool(s) and/or power equipment must NOT be used by any person under the age of eighteen (18) years old. I acknowledge that the Town of Gilbert has provided the tools and/or equipment to me at no cost as a public service. It is my responsibility to check and inspect the equipment prior to use and to stop using the tools and/or equipment if I have any indication that it might be unsafe. I agree to notify the Town of Gilbert of any problems encountered when using the tools or equipment. **Participants.** I understand that I have voluntarily agreed to assist in a Volunteer Project, that the date for the Volunteer Project may be changed at the sole discretion of the Town of Gilbert, that I will not be paid for my services and that either the Town of Gilbert or I may terminate my participation at any time for any reason. I understand that by signing this Waiver I am giving up my right to sue the Town of Gilbert for any damages resulting from my participation in the Volunteer Project. I, the undersigned, have carefully read all of statements above and fully understand their contents, and I am aware that this is a release of certain rights, and I sign this waiver and release of my own free will.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Parental Consent.** I, as the parent(s) or legal guardian(s) of \_\_\_\_\_, give him/her permission to participate in the Volunteer Project. I (we) understand the foregoing provisions shall apply to my (our) child and fully and voluntarily agree to be bound thereto. By signing below, I (we) certify that I (we) am competent to enter into the agreement on behalf of my (our) child. In the event of a medical emergency, I (we) understand that every effort will be made to contact me (us) at the telephone number listed on this agreement. If I (we) cannot be reached, for any reason, I (we) hereby authorize the Town of Gilbert to seek treatment for my (our) child, and a copy of this permission form may be accepted by and treated by the physician or medical provider as the equivalent to the original permission form. I, the undersigned, have carefully read this participation agreement and waiver of liability, fully understand its contents, and I am aware that this is a release of certain rights and sign it of my own free will.

\_\_\_\_\_  
Printed name of parent

\_\_\_\_\_  
Signature of parent