



## RELEASE AND WAIVER OF LIABILITY FORM

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THIS RELEASE AND WAIVER OF LIABILITY (the "Release") executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the "Volunteer") in favor of the CITY OF CARTERSVILLE, GEORGIA, a Georgia Municipal Corporation ("Cartersville"), its elected officials, officers, employees, and agents.

IN CONSIDERATION OF THE VOLUNTEER BEING ABLE to serve as a volunteer for Cartersville in any activity which would include but not be limited to participation in the City's Trail Steward Program, or any other volunteer program created by the City for the maintenance, improvement, or work in or upon City facilities, or any other related Cartersville activity, the undersigned Volunteer and/or guardian do hereby freely, willfully, and without duress execute this Release and Waiver of Liability under the following terms:

**1. WAIVER AND RELEASE:** Volunteer and/or guardian does hereby release and forever discharge and hold harmless Cartersville, its elected officials, officers, employees, board members, and agents and their successors and assigns from any and all liability and claims, demands, rights of action, or actions, of whatever kind of nature, either in law or equity, which arise or may hereafter arise from Volunteer's activities with Cartersville. Volunteer and/or guardian understands and acknowledges that the execution of this Release discharges and will discharge Cartersville from any liability or claim that the Volunteer may have against Cartersville with respect to any bodily injuries, personal injuries, illnesses, death, or property damage which may result from Volunteer activities with Cartersville. Volunteer and/or guardian further understands that Cartersville assumes no responsibility for and is not obligated in any way to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death, damage. Volunteer and/or guardian agrees to hold harmless and indemnify Cartersville from any legal matter, lawsuit, or litigation arising from this volunteer relationship.

**2. COMMUNICABLE DISEASE RELEASE:** I am aware that participation includes potential risks to me including exposure directly or indirectly arising out of, contributed to or by, or resulting from an outbreak of any communicable disease, including, but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 [SARS-CoV-2]", which is responsible for Coronavirus Disease [COVID-19], and/or mutation or variation thereof. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS Cartersville, and its officers, directors, officials, agents, employees, other participants, sponsors, advertisers, its member affiliates and, if applicable, owners and lessors of premises used to conduct any sponsored or sanctioned events ["Releasees"], from any and all claims, demands, losses, damages, and liability arising out of or related to any ILLNESS, INJURY, DISABILITY OR DEATH I may suffer, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. Notwithstanding the risks associated with any communicable disease, including, but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 [SARS-CoV-2]", which is responsible for Coronavirus Disease [COVID-19], and/or any mutation or variation thereof, which I readily acknowledge, I hereby willingly choose to participate and assume the risk of doing so.

**3. MEDICAL TREATMENT:** Volunteer and/or guardian does hereby further release and forever discharge Cartersville and its elected officials, officers, employees, board members, 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 Cartersville. Volunteer and/or guardian understands and acknowledges that the execution of this Release will release Cartersville from any financial or other assistance in the event of injury, or death, or property damage. **All volunteers are encouraged and expected to maintain their own medical and health insurance.**

**4. ASSUMPTION OF THE RISK:** Volunteer and/or guardian recognizes and understands that the activities with Cartersville shall include, but is not limited to, inherently hazardous activities such as picking up trash and debris along public roads and streets, construction, loading and unloading, and transportation to and from the work sites. Volunteer and/or guardian hereby expressly and specifically assumes the risk of injury or harm in these situations and releases and discharges Cartersville from and waives any and all liability for any injury, illness, death, or property damage resulting from the activities of the Volunteer with Cartersville.



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5. **INSURANCE:** All volunteers are expected and encouraged to arrive with their own health insurance plans in effect.

6. **OTHER:** Volunteer and/or guardian expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia. Volunteer and/or guardian 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 hereof which shall continue to be enforceable. Volunteer and/or guardian hereby grants and conveys unto Cartersville all right, title, and interest in any and all photographic images and/or video or audio recordings made by Cartersville during the Volunteer's activities with Cartersville, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Volunteer and/or guardian understand that Cartersville is not agreeing to employ said Volunteer, and that no employer/employee relationship exists between the parties. Volunteer and/or guardian understand this is the complete and only agreement between the parties.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

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Volunteer

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Witness

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DOB/Age

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Phone Number

#### FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE [UNDER AGE 18 AT TIME OF REGISTRATION]

This is to certify that I, as parent/guardian with legal responsibility for this volunteer, have read and explained the provisions in this waiver to the volunteer, including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, the volunteer and I understand and accept these risks and responsibilities. I, for myself, my spouse, and the participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability arising out of or relating to the minor volunteer's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

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Parent/Guardian Name

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Date

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Parent/Guardian Signature

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Phone Number

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Family Physician

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Phone Number

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Allergies/Asthma