



RELEASE, WAIVER, HOLD HARMLESS, & INDEMNITY AGREEMENT

IN CONSIDERATION OF THE VOLUNTEER being able to serve as a volunteer for the Augusta, Georgia Government (Augusta) in any activity which includes participation in Keep Augusta Beautiful's Adopt-A-Spot program or any other volunteer program created by Augusta for the maintenance, improvement or work in or upon its facilities or right of way, or any other related activity (hereinafter, "Covered Volunteer Activities"), I, _____, the undersigned Volunteer, or the undersigned guardian of a Volunteer, on behalf of myself and any personal representatives, assigns, heirs or next of kin do hereby freely, willfully, and without duress execute this Agreement under the following terms on this _____ day of _____, 20____:

- 1. WAIVER, RELEASE AND INDEMNITY:** I hereby release and forever discharge and hold harmless Augusta, its elected officials, officers, employees, board members, and agents and their successors and assigns (hereinafter "the Releasees") 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 the Covered Volunteer Activities. I understand and acknowledge that the execution of this Release discharges and will discharge the Releasees from any liability or claim that the Volunteer may have against Releasees with respect to any bodily injuries, illnesses, death, or property damage and are not obligated in any way to provide financial assistance or other assistance including but not limited to medical, health, or disability or liability insurance, in the event of injury, illness, or death, and all volunteers are expected to have their own liability and medical insurance which covers them during participation in all Covered Volunteer Activities. I agree to hold harmless and indemnify Augusta from any legal matter, lawsuit, or litigation, arising from this volunteer relationship.
- 2. MEDICAL TREATMENT:** I do hereby further release and forever discharge the Releasees from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Covered Volunteer Activities.
- 3. ASSUMPTION OF THE RISK:** I recognize that the Covered Volunteer Activities may include but not be limited to, intentionally hazardous activities such as picking up trash and debris along public road and streets, construction, loading and unloading, and transportation to and from the work sites. I hereby expressly and specifically assume the risk of injury or harm in these situations and release and discharge the Releasees from and waive any and all liability for any injury, illness, death, or property damage resulting from Covered Volunteer Activities.
- 4. WAIVER OF RIGHTS TO IMAGES:** I hereby waive and release in favor of Augusta any and all rights, title, or interest in any and all photographic images and/or video or audio recordings of me made by Releasees during the Covered Volunteer Activities. I release Augusta from any expectation of confidentiality for myself and any minor children listed. I acknowledge that my participation in this Adopt-A-Spot program is voluntary and that neither the minor children nor I will receive financial compensation.
- 5. ADULT SUPERVISION:** I hereby acknowledge that if I am signing this Release on behalf of someone under the age of fifteen, I will insure that they have adequate adult supervision throughout his or her participation in Covered Volunteer Activities.



EDKESHA ANDERSON
PROGRAM MANAGER

I understand this is the complete and only agreement between the parties with respect to Covered Volunteer Activities and does not constitute any type of employment relationship between the parties. This Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia. If 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 Name: _____ Age: _____
Address: _____ Phone: _____
Cell Phone: _____ Email Address: _____
Emergency Contact: _____ Phone: _____

I hereby execute this Release, Waiver, Hold Harmless, & Indemnity Agreement as of this _____ day of _____, 20_____.

Volunteer: _____ Witness: _____
Signature Signature

PARENT OR GUARDIAN, PLEASE COMPLETE THE INFORMATION BELOW IF THE VOLUNTEER IS UNDER 18 YEARS OLD.

Parent or Guardian _____ Age: _____
Address: _____ Phone: _____
E-mail: _____

I, _____, the parent or legal guardian of _____, do hereby execute this Release, Waiver, Hold Harmless & Indemnity Agreement on his/her behalf and consent to his/her participation in the Covered Volunteer Activities as of this day of _____, 20_____.

Guardian: _____ Witness: _____
Signature Signature