

**TOWN OF WEAVERVILLE
 WAIVER AND RELEASE OF LIABILITY – VOLUNTEER ACTIVITY**

NAME OF VOLUNTEER	
PARENT/GUARDIAN (if Volunteer under age 18)	
ADDRESS	
CONTACT NUMBER	
VOLUNTEER ACTIVITY	
DATES/LOCATION OF ACTIVITY	

I desire and agree to volunteer for the Town of Weaverville, NC ("Town") in the volunteer activity described above. I expressly agree and contract, on behalf of myself, my heirs, executor, administrators, successors and assigns, that the Town and its insurers, employees, officers, and directors, shall not be liable for any loss, damage, expense or cost (including attorney's fees) arising from property damage or personal injuries (including death) sustained by me in, on or about the premises, or as a result of my participation in the volunteer activity, regardless of whether such injuries result, in whole or in part, from the negligence of the Town. I further understand and agree as follows:

1. I am donating my time and services without any compensation and shall at no time be considered an employee or independent contractor of the Town, and the Town will not provide insurance coverage for me.
2. I know of no reason, medical or otherwise, that would prevent me from performing the tasks required to participate in this volunteer activity.
3. I assume all risks of participating in this volunteer activity and full responsibility for my conduct and actions, including any injury to myself or others or damage to property that may result while volunteering, and I understand that the Town is not responsible for conditions that I create myself or those created by other volunteers or participants.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me and I hereby fully and forever release and discharge the Town, its insurers, employees, officers, and directors, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my participation in the volunteer activity. I expressly agree to indemnify and hold the Town harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.

I agree to be solely responsible for my safety and well-being. I understand that the Town may not provide supervision, instruction, or assistance during the volunteer activity.

I agree to comply with all rules imposed by the Town regarding the volunteer activity. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the volunteer activity involves risk of serious injury, including permanent disability and death.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTE THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENTS.

Date: _____

Volunteer Signature: _____

Volunteer Printed Name: _____

Signature of Parent/Guardian: _____
(if Volunteer is under age 18)