

Date _____
Project: _____

LIABILITY WAIVER

CITY OF HIGHLAND ADOPT A TRAIL PROGRAM / VOLUNTEER PROGRAM

The undersigned acknowledges and agrees that he/she will comply with said rules. Noncompliance will result in removal of participation as a volunteer. The undersigned further certifies that he/she is responsible for any activity which is performed as a volunteer on behalf of a group, and is authorized to:

- a. execute on behalf of the group; and
- b. accept legal process on behalf of the group

The undersigned also agrees to indemnify and hold harmless the City of Highland, its agents, and those acting on behalf of the City, and all property owners whose property is used for any city activity from all damages, liabilities, costs and expenditures, including attorney fees and costs of defense, which may occur by reason of my volunteer participation.

In consideration of the acceptance of my volunteer application, I hereby waive, release and discharge any and all claims for damages for death, personal injury or property damage I may have, or which hereafter accrue to me, against the city as a result of participation in any activity associated with my volunteer efforts. This release is intended to discharge the city, its officers, officials, employees and volunteers, any other involved municipalities or agencies from and against any and all liability arising out of or connected in any way with my participation in the Volunteer Program, even though that liability may arise out of the negligence or carelessness on the part of the persons or cities mentioned above. I further understand that accidents and injuries can arise out of the Program; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless all of the persons or agencies mentioned above who through negligence or carelessness might otherwise be liable to me or my heirs or assigns for damages. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns.

Signature of Volunteer Applicant

Date

Printed Name of Volunteer Applicant

If under 18 years old:

The undersigned parent and natural or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect or lack of such capacity to so act and release said parties on behalf of both the minor and the parents or natural and/or legal guardian(s).

Parent/Guardian Signature of Volunteer Applicant

Date

Printed Name of Volunteer Applicant

PLEASE NOTE: ALL MINORS (Any person under 18 years of age) MUST HAVE A SEPARATE "CONSENT TO MEDICAL TREATMENT OF MINOR" FORM COMPLETED AND ON FILE BEFORE ANY VOLUNTEER WORK CAN BE ASSIGNED OR PERFORMED.