

VOLUNTEER WAIVER OF LIABILITY AND PHOTO RELEASE

This Waiver of Liability and Photo Release (“Waiver”) is executed by _____ (“Volunteer”) in favor of the City of McMinnville (“City”) on this _____ day of ____ 20__ (“Effective Date”).

Volunteer desires to work as a volunteer for the City and to engage in the activities related to being a volunteer (“Activities”). Volunteer hereby freely, voluntarily, and without duress executes this Waiver under the following terms:

1. **Assumption of Risk.** Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including but not limited to, general manual labor, lifting heavy and/or oddly shaped objects, walking in hazardous areas. Volunteer understands that Volunteer is not required to perform any Activity that Volunteer deems too dangerous or is otherwise unwilling or unable to perform. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities. If Volunteer brings and/or utilizes any equipment that is not provided by the City, Volunteer assumes the risk for all damage, injury, or harm related to or caused by the equipment or the use of the equipment.

2. **Waiver of Liability.** Volunteer, on behalf of Volunteer and Volunteer’s personal representatives, heirs, executors, administrators, successors, and assigns, hereby releases and forever discharges the City from any and all liability for personal injury, damage, or death to any person, including Volunteer, and for any and all loss, injury, or damage, however caused, whether or not such injury or damage is caused by, or can be attributed to the acts, omissions, or negligence of the City, its employees, agents, contractors, representatives, and volunteers.

3. **Medical Treatment.** Volunteer does hereby release and forever discharge the City from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with Volunteer’s Activities with the City.

4. **Photo Release.** I hereby grant permission to the City to use photographs and/or video of me taken during the course of my participation in the Activities in publications, news releases, online, and in any other communications used for any legitimate purpose by the City.

5. **Laws of Oregon.** This Waiver shall be governed by the laws of the State of Oregon. The parties agree to submit to the jurisdiction of the courts of the State of Oregon and to file any litigation concerning this Waiver in Yamhill County Circuit Court.

6. **Severability.** If any part of this Waiver is adjudged void, that determination does not affect the validity or operation of any other part which, in itself, is valid if the remaining parts of the Waiver would then continue to conform with the requirements of applicable law and the intent of this Waiver as set forth herein.

Volunteer has carefully reviewed each of the sections above, and fully understand the agreements contained therein. Volunteer has had the opportunity to consider the agreements and ask questions.

Volunteer freely enters into this agreement and engages in the Activities upon these terms. Volunteer understands that by signing this agreement, Volunteer is releasing the City from any and all liability and legal responsibility for injury, damage, or death connected in any way with Volunteer’s participation in the Activities, and Volunteer agrees not to initiate any legal action against the City for personal injury, damage, or death. Volunteer understands that this release is also binding on Volunteer’s personal representatives, heirs, executors, administrators, successors, and assigns.

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old) The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward’s participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the Waiver of Liability and Photo Release set forth above. The undersigned parent or guardian further

agrees to save and hold harmless and indemnify the City from all liability, loss, cost, claim, or damage whatsoever and however caused, whether or not such injury or damage is caused by, or can be attributed to the acts, omissions, or negligence of the City, its employees, agents, contractors, representatives, and volunteers.

Print Volunteer's Name: _____

Age: _____ **Parent/Guardian's Phone Number:** _____

Signature of Parent/Guardian: _____

Print Name of Parent/Guardian: _____