

## VOLUNTEER CONSENT AND WAIVER

I, \_\_\_\_\_ am interested in performing volunteer work for the Watervliet Recreation Council at the Watervliet baseball fields, including but not limited to painting, field maintenance, repair work, and other related activities ("activities").

I understand that certain risk of injury is or may be present in connection with these volunteer activities, and I further understand that neither the Recreation Council nor the City of Watervliet are responsible for any direct, indirect or consequential injuries or damages that I may incur as a result of my volunteer activities. In consideration of my participation in such activities, I make the following promises and warrant the truth of the following facts:

1. I am familiar with the volunteer activities and those normal activities taking place at the Watervliet baseball fields. I understand that the officers and employees of Watervliet Recreation Council and the City of Watervliet are available to discuss the activities if I should wish additional information.
2. **WAIVER OF LIABILITY:** I waive and release any right I, my heirs, distributes, guardians, legal representatives and assigns may have or acquire to make a claim against, sue, attach the property of, or prosecute the Watervliet Recreation Council, the City of Watervliet, or any of its members, directors, officers, agents, employees (herein referred to as the releases) for monetary damages caused by injury to myself arising from participation in the volunteer activities whether or not the injury or damage results from the negligence or other action, except intentional acts, of any of the releases.
3. **ASSUMPTION OF RISK AND LIABILITY:** With knowledge of the danger involved, I voluntarily ask that I be allowed to take part in the activities. I ACCEPT AND ASSUME FULL LIABILITY FOR ANY AND ALL RISK TO MYSELF, OF INJURY, DEATH AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES WHETHER THE ACTIVITY IS ON PROPERTY OWNED, USED OR LEASED BY THE WATERVLIET RECREATION COUNCIL OR THE CITY OF WATERVLIET, AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES.
4. **INDEMNITY AGREEMENT:** I agree to indemnify and hold the releasees harmless from any loss, liability, damage or costs, including reasonable attorney fees, that may incur due to my participation in the above described activities, whether or not such loss, liability, damage or costs results from the negligence or other action, except intentional acts, of any of the releasees.
5. **Insurance Waiver:** I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK AND LIABILITY, AND AN AGREEMENT BY ME TO INDEMNIFY THE RELEASEES, AND I SIGN IT OF MY OWN FREE WILL.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name