

WARNING OF RISK, WAIVER, AND RELEASE OF ALL CLAIMS (VOLUNTEER)

Volunteer Obligations. Volunteer is required to follow instructions and any safety guidelines closely. The likelihood of injury may be reduced by Volunteer adhering to safety rules or procedures. Volunteer agrees to conduct the volunteer activity in a safe and professional manner at all times. Volunteer agrees not to enter the residence of the recipient of the volunteer activity except under emergency circumstances.

Assumption of Risk and Release of Claims. Volunteer is fully aware and understands the specific risks associated with this volunteer activity, including physical injury, sickness (including COVID-19), and death, and that this volunteer activity may be hazardous to the Volunteer. Volunteer agrees to assume and accept the full risks associated with this volunteer activity without limitation, or in the alternative waives all rights to notice of risks associated with this volunteer activity and any activities connected or associated with this volunteer activity, including any loss or damage to clothing and/or personal equipment; any mental and/or physical injuries, including illness, permanent and/or partial disability; severe social and/or economic loss; attorney’s fees; and/or any other damages or loss which may result not only from actions, inactions or negligence, of Volunteer, or of others, or in the condition of the premises or of any equipment used. Volunteer agrees to waive and relinquish all claims Volunteer may have as a result of or related to the volunteer activity against the City of Lincoln and their officials, officers, agents, volunteers, and employees. Volunteer further assumes all the foregoing risks and accepts personal responsibility for all costs associated with the risks or injuries that Volunteer incurs or causes.

Indemnification. To the fullest extent permitted by law, Volunteer shall indemnify, covenant not to sue, defend, release, and hold forever harmless City of Lincoln or their officers, agents, volunteers, and employees, as well as the recipient of the volunteer activity, from and against claims, damages, losses, and expenses, including but not limited to attorney’s fees, arising out of or resulting from this volunteer activity, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission associated therewith.

No City Employment and Insurance Coverage. Volunteer expressly understands that this volunteer activity does not constitute City employment. Volunteer agrees there is no entitlement to any City benefits including, but not limited to, overtime, retirement benefits, workers’ compensation, sick leave, or injury leave. Volunteer understands City undertakes no liability or financial obligation on behalf of Volunteer as a result of the volunteer activity. Volunteer’s health, homeowners, umbrella, and auto insurance (if any) shall provide primary coverage in the event of any injuries or losses to Volunteer, the recipient of the volunteer activity, or others arising out of the volunteer activity.

Effect of Waiver and Release. This Waiver and Release shall be construed and enforced in accordance with the laws of the State of Nebraska; contains the entire understanding of the parties superseding any prior negotiations; shall be read as broadly and inclusively as permitted by law; and in the event any provision is rendered invalid, the remainder shall still remain valid and enforceable to the fullest extent of the law.

Acknowledgment and Capacity. Volunteer hereby acknowledges and represents unqualified authority to execute the same on their own behalf and/or on behalf of the Volunteer. Volunteer has read, fully understood, and freely agrees to this Warning of Risk, Waiver, and Release of All Claims.

Volunteer Signature: _____

Date: _____

Printed Name: _____