



Volunteer Group Event Sign In

WARNING OF RISK, WAIVER, AND RELEASE OF ALL CLAIMS

Volunteer Obligations. Volunteer agrees to comply with all federal, state, and municipal laws, rules and regulations, health and safety guidelines, Directed Health Measures, and protocols. The likelihood of injury or illness may be reduced by adherence to safety rules or procedures. Volunteer agrees to conduct the activity in a safe and professional manner at all times.

Assumption of Risk and Release of Claims. Volunteer is fully aware and understand the specific risks associated with this activity, including physical injury, sickness and disease **including COVID-19 or novel coronavirus**, and death, and that this activity may be hazardous to the Volunteer. The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. Volunteer agrees to assume and accept the full risks associated with this activity without limitation, or in the alternative waives all rights to notice of risks associated with this activity and any activities connected or associated with this 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 activity against the City of Lincoln and their officials, officers, agents, 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, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from this activity, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness and disease **including COVID-19 or novel coronavirus**, 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. This shall not require Volunteer to indemnify or hold harmless City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. City does not waive its governmental immunity and defenses. This obligation shall not be terminated at the conclusion of the activity.

Effect of Waiver and Release. This Warning of Risk, Waiver, and Release of All Claims 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. In consideration for participation in the activity, the undersigned hereby acknowledges and represents unqualified authority to execute the same on their own behalf. Release to be completed by parent or legal guardian of a Volunteer who is under 19 years of age—or if Volunteer is 19 and over and has a legal guardian. Parent/Guardian of the Volunteer who sign (if applicable) agree that by signing below they are in addition to binding themselves and binding any minor Volunteer on whose behalf they have signed, to the maximum extent permitted by applicable law as provided herein. The undersigned has read, fully understood, and freely agrees to this Warning of Risk, Waiver, and Release of All Claims.

RELEASE FORM PHOTOGRAPHS/RECORDED IMAGES/VOICES

I, the undersigned, hereby authorize the City of Lincoln and the Parks & Recreation Department, including its assigns and agents, to use my name, statements, image, voice, videos, or likeness for the purpose of promotion or public information without obtaining further consent or without prior knowledge of such use. I understand that I am to receive no compensation of any kind as a result of any publication, recording, broadcast, rebroadcast or other non-broadcast uses thereof. I understand that the statements, image, voice, videos, or likeness may be altered as required for publication or distribution. I hereby release and hold harmless the City, its successors and assigns and its elected officials, directors, agents, officers, and employees for any violation of any personal or proprietary right or any other claims I may have in connection with such use. The Parks & Recreation Department shall have ownership of resultant production using my image and shall have the exclusive right to make use of such production as stipulated below:

1. Availability for use in training.
2. Availability for use by the participants in a training course.
3. Availability for viewing in connection with the Parks & Recreation Department.
4. Availability for use of Web pages and other Internet sites created or used by the Parks & Recreation Department.
5. Availability for use in promotional brochures, newsletters, and other publications of the Parks & Recreation Department.

I have the full right and legal capacity to sign this consent and release prior to signing it, and I understand its contents

Event _____

Total number of volunteers: _____ Total Volunteer Hours: _____

