



KEEP THE MIDLANDS

BEAUTIFUL Adopt-A-Waterway Youth Volunteer Permission and Waiver Form

Group Name: _____ Waterway: _____ Date: Multiple Dates

ALL PARTICIPANTS UNDER THE AGE OF 18 WHO ARE UNESCORTED BY AN ADULT, MUST HAVE A PARENT OR GUARDIAN SIGN THIS PERMISSION AND WAIVER FORM. Escorted youth may be included by their parent, guardian or authorized adult on the adult registration and waiver form.

This is a waiver and release. Please read it carefully before signing. I am the parent or legal guardian of Participant named below and I, the undersigned, enter this Release and Waiver of liability, Assumption of Risk, and Indemnity Agreement ("Agreement") for the benefit of myself, my personal representatives, next of kin, heirs, successors, and assigns and anyone else who may make any claim for or on behalf of the Participant.

- I will cause the Participant to agree and comply with the terms of the Agreement and not to take any actions that would assist or cause the Participant to invalidate, renounce, negate, revoke, or disclaim any part of the Agreement.
- I make this Agreement for the benefit of Keep the Midlands Beautiful, other individual volunteers, project coordinators, sponsors, suppliers, supporters, and all private and public land owners on whose property the project may be located (collectively "Released Parties"), including, without limitation, the Released Parties employees, agents, personal representatives, next of kin, heirs, successors and assigns.
- I make this Agreement in consideration of the Released parties providing Participant with the opportunity to participate as a volunteer in this project and in similar future projects.
- I understand that the project and future projects may take place on a location or under conditions that may be dangerous to Participant. I understand that Participant may be exposed to hazards including but not limited to: busy vehicular traffic, slippery terrain, glass or other sharp objects, bees, wasps, fire ants, snakes, and poisonous plants.
- Participant and I accept full personal responsibility for all risks arising from or relating to this project and future projects.
- Participant's involvement in this project and future projects is completely voluntary and neither Participant nor I have received nor expect to receive any compensation for participation in it.
- Participant will read, listen to and follow all safety instructions and procedures presented in conjunction with this project and future projects and use best judgment based upon physical and mental abilities at all times, and to immediately terminate participation in this project and future projects if activities become too strenuous, difficult or hazardous.
- I agree that the activities necessary to complete the project and future projects have been fully and adequately explained to Participant and me and that Participant is physically and mentally capable of participating in the projects without injuring him or herself in any manner.
- I agree to waive all liability of the Released parties, hold them harmless, indemnify them, discharge them, covenant not to sue them, and reimburse them, for any liability, claims, sums, costs, or other expenses on my account that may be caused in whole or in part by Participant's involvement in the project and future projects.
- I further agree that, despite this Release and Waiver of liability, Assumption of Risk and Indemnity Agreement, if I or anyone on my behalf makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorneys' fees, loss, liability, damage, or costs that any Released Party may incur as a result of such action.
- I agree that this Agreement shall act as a complete bar against all actions or claims that I might otherwise bring against the Released Parties, including negligence claims, arising from or related to this project and future projects.
- I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature. I intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law, and I further agree that if any portion of this Agreement is held invalid, then the balance of the Agreement shall continue in full force and effect.
- I understand that a photographer may be present to photograph the activities at the project and future projects and that Participant may be photographed while participating in projects. I agree that Participant will contact the photographer if he or she does not wish to be photographed.
- I hereby grant Keep the Midlands Beautiful the irrevocable and unrestricted right to use and publish photographs of Participant, or in which Participant may be included. I hereby release Photographer and his/her legal representatives and assigns and Keep the Midlands Beautiful from all claims and liability relating to any such photographs.

Please print clearly. (KMB never sells or trades your information.)

Name of Participant: _____ Age of Participant: _____

Name of Parent/Guardian: _____ Relationship to Participant: _____

Address: _____

Phone: _____ E-mail: _____

Yes, please sign me up to receive the KMB e-mail newsletter and information on future KMB activities.

Signature of Parent/Guardian

Date