



## Assumption of Risk and Waiver of Liability & Photo/Media Release for Volunteers at Lakeside Litter Sweep

This is a waiver and release. Please read it carefully before signing. 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.

- 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 landowners 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 me with the opportunity to **participate as a volunteer** in this project.
- I understand that the project may take place on a location or under conditions that may be **dangerous** to me. I understand that I 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.
- I **accept full responsibility** for all risks arising from or relating to this project and future projects.
- My participation in this project and future projects is **completely voluntary** and I have neither received nor expect to receive any financial compensation for my participation in it.
- I agree to read, listen to and follow all **safety instructions and procedures** presented in conjunction and to use my **best judgment** based upon my 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 for me.
- I agree that the activities necessary to complete the project and future projects have been **fully and adequately explained** to me and that I am **physically and mentally capable** of participating in the projects without injuring myself 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 my participation 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 an 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 relating 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.

### PHOTO/MEDIA RELEASE

- I understand that a photographer may be present to photograph the activities at the project and that I may be photographed while participating in the project. I agree that I will contact the photographer if I **do not wish to be photographed**.
- I hereby grant Keep the Midlands Beautiful and their event partners the irrevocable and unrestricted right to **use and publish photographs of me**, or in which I 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.