

Release and Waiver of Liability – Decatur Legacy Park Orchard Project 2019

This Release and Waiver of Liability (this "Release") is in favor of the City of Decatur, and each of their directors, officers, employees, and agents (collectively, the "Released Parties").

The undersigned desires to engage in the activities related to being a volunteer for the Decatur Legacy Park Orchard Project, occurring on May 19, 2019, involving work at Decatur Legacy Park, fka United Methodist Children's Home located at 500 South Columbia Drive, Decatur, Georgia (the "Project"). The undersigned hereby freely and voluntarily, without duress, executes this Release under the following terms:

1. **Waiver and Release.** The undersigned releases and forever discharges and holds harmless the Released Parties and their successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my volunteer work for the Project. I understand and acknowledge that this Release discharges the Released Parties from any liability or claim that I and any minor for whom I have responsibility may have against the Released Parties with respect to bodily injury, personal injury, illness, death, or property damage that may arise out of, or result from, my or their participation in the Project.
2. **Insurance.** The undersigned acknowledges that the Released Parties do not assume any responsibility for, or obligation to provide, financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death, or property damage. The undersigned expressly waives any such claim for compensation or liability on the part of the Released Parties in the event of such injury, illness, death, or property damage.
3. **Medical Treatment.** The undersigned hereby releases and forever discharges the Released Parties from any claim whatsoever that arises or may hereafter arise on account of any first-aid treatment or other medical services rendered by any of such Parties or their representatives as the result of an injury or illness to the undersigned or any minor for whom the undersigned has responsibility arising out of, or resulting from, the undersigned's or such minor's participation in the Project.
4. **Assumption of Risk.** The undersigned understands that my volunteer work on the Project may include activities that may pose a risk of injury to me or any minor for whom I may have responsibility, including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from work sites. Also the undersigned recognizes and understands that my participation in the Project may, in some situations, involve inherently dangerous activities. The undersigned hereby expressly assumes the risk of injury or harm in these activities and releases the Released Parties from all liability for injury, illness, death, or property damage arising out of, or resulting from, activities that are part of the Project.
5. **Photographic Release.** The undersigned grants and conveys unto the Released Parties all right, title, and interest in any and all photographic images and video or audio recordings made by the Released Parties or others during my participation in the Project.
6. **Other.** The undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia and the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia. The undersigned agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

To express my understanding of this Release, I sign here. (Please print all information except for signature.)

Name of Volunteer _____
Signature of Volunteer _____
Address of Volunteer _____
Email address _____ Cell phone number _____
Daytime phone _____ Evening phone _____
Emergency Contact Name _____ Phone _____
Medical Conditions _____

If volunteer is under the age of 18 (a minor), this Release must also be signed by a parent or guardian.

Name of Parent/Guardian (**please print**) _____ Date: _____
Signature of Parent/Guardian _____