

WAIVER, RELEASE AND ASSUMPTION OF RISK

NOTE: THIS IS A LEGALLY BINDING AGREEMENT, REVIEW CAREFULLY.

The City of Urbana, a municipal corporation, is dedicated to keeping all volunteers and participants of activities involving or coordinated by the City safe. Volunteers and participants are expected to engage in safe practices and assist others in ensuring that all activities are safe. In consideration for being able to participate in City organized activities and events, volunteers and participants acknowledge and agree to the following:

1. I am offering volunteer services to the City of Urbana and, as such, am not considered by the City to be an employee, intern or trainee. *I understand that I shall not receive compensation of any kind (either direct or indirect) for my volunteer work, nor shall I receive any benefits normally provided to the employees the City of Urbana.*
2. Through my volunteer work, I shall not and am not replacing a paid employee in any position they hold with the City of Urbana.
3. I am not currently employed by the City of Urbana in any capacity that is similar to those services for which I am offering to volunteer.
4. I acknowledge that I have not been given any promise of employment (current or future) in exchange for my volunteer services.
5. I am offering my services as a volunteer freely and without coercion.
6. I acknowledge that City of Urbana volunteer activities include participation in the City of Urbana's "Adopt Urbana" program, which may involve activities including cleaning up litter from certain city streets. I further acknowledge this activity is neither all-inclusive nor exclusive and does not in any way limit the extent or reach of this agreement.
7. *I acknowledge that all City volunteer activities involve risk. I understand that hazardous conditions may exist in performing this activity.*
8. My participation in this activity is voluntary, and I chose to participate despite the risks.
9. I expressly and voluntarily agree and promise to assume and accept all risks associated with and existing in any City activities, whether such risks are known or unknown.
10. I hereby forever release, forever discharge, agree to indemnify the City of Urbana and its employees and officials as well as hold harmless the City of Urbana and its employees and officials from any and all liability, claims, demands, and causes of action that are in any way connected to my participation the City of Urbana activities for which I am volunteering, including any claims of personal injury, bodily injury, death, illness or damage to property, whether such claims arise now or in the future, and whether known or unknown, of whatsoever kind of nature, whether in law or in equity. I release the City of Urbana and its employees and officials from any and all liability, even if the City's and/or its employees' and/or officials' negligence is the cause of any accident, injuries, damages or any other claims.
11. The City of Urbana does not assume any responsibility for or obligations to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
12. I hereby release and forever discharge the City of Urbana and its employees and officials from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my participation in the City of Urbana activities.
13. I understand that, except as otherwise agreed to me by the City of Urbana in writing, the City of Urbana does not carry or maintain health, medical, or disability insurance

coverage for any volunteer or participant, including me.

14. I hereby grant and convey unto the City of Urbana all right, title, and interest in any and all photographic images and video or audio recordings made by the City during these activities, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. I grant the City of Urbana the right to use my name or likeness in any such photographic images and video or audio recordings.
15. Should the City of Urbana, its employees and officials or anyone acting upon the City's behalf incur attorneys' fees, court costs or any other costs to enforce this agreement, I agree to indemnify and hold harmless the City of Urbana and its employees and officials for all such fees and costs. I further agree to defend and protect the City of Urbana and its employees and officials from any claims of liability related to this Waiver, Release and Assumption of Risk.
16. I certify that I am in good health and that I have no physical limitations that would preclude my safe participation in these activities. I further certify that I have adequate insurance to cover any injury or damage that I may suffer or cause while participating in City of Urbana activities, or I will bear the costs of any such injury or damage myself.
17. I agree with the validity and enforceability of this Waiver, Release and Assumption of Risk.
18. I agree to abide by the rules and policies of the City of Urbana and state laws and regulations.
19. I expressly agree that this Waiver, Release and Assumption of Risk is intended to be as broad and inclusive as permitted by the laws of the State of Illinois and shall be governed by and interpreted in accordance with the laws of the State of Illinois. I agree that in the event that any clause or provision of this Waiver, Release and Assumption of Risk 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 Waiver, Release and Assumption of Risk which shall continue to be enforceable.

I HAVE READ THIS WAIVER, RELEASE AND ASSUPMTION OF RISK, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY ITS TERMS.

_____	_____
Name	Witness Name
_____	_____
Signature	Witness Signature
_____	_____
Street Address	City, State, Zip Code
_____	_____
Phone number(s)	Email
_____	_____
Emergency Contact/Name/Phone Number	Date

I certify that I am over the age of eighteen(18). Yes No
If not, your parent or guardian must sign the indemnification and release below.

It is the policy of the City of Urbana that children under the age of sixteen (16) **not** be allowed on a City worksite while there is construction in progress. It is further the policy of the City that, while children between the ages of sixteen (16) and eighteen (18) may be allowed to participate in construction work, ultra hazardous activity such as using power tools, excavation, demolition, or working on rooftops is **not** permitted for anyone under the age of eighteen (18).

PARENT OR LEGAL GUARDIAN'S ADDITIONAL WAIVER AND INDEMNIFICATION

In consideration of _____ ("Minor") being allowed to participate in City of Urbana activities, I agree to release, indemnify and hold harmless the City of Urbana from any and all claims brought by or on behalf of Minor that are in any way related to Minor's participation in City activities. I agree that Minor and I are bound by all the terms and language of this Waiver, Release and Assumption of Risk.

Name of Parent or Legal Guardian

Witness Name

Signature of Parent or Legal Guardian

Witness Signature