

RELEASE AND WAIVER OF LIABILITY

WHEREAS, the **UNDERSIGNED** has volunteered his/her services in the City of Delano:

The UNDERSIGNED AGREES TO THE FOLLOWING:

- 1. **THE UNDERSIGNED HEREBY RELEASES, WAIVES AND DISCHARGES THE CITY OF DELANO**, its directors, officers, employees, agents and independent contractors from all liability to the undersigned and/or his/her personal representatives, assigns, heirs and next of kin of any loss or damage and any claim or demands therefore on account of injury to the person or property or death of the undersigned, where or not caused by the negligence and/or property of the City of Delano, its directors, officers, employees, agents and independent contractors.
- 2. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of the City of Delano, its directors, officers, employees, agents and independent contractors, or otherwise while in, upon or about the premises of the City of Delano and/or while using the premises or facilities or equipment thereon, and/or while participating in the volunteer activity.
- 3. **THE UNDERSIGNED UNDERSTANDS THAT HE/SHE WILL BE VOLUNTEERING** time to work on projects and therefore will not be compensated monetarily or otherwise by the City of Delano.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY, and further agrees that no oral representations, statements of inducements apart from the foregoing written agreement has been made. Execution of this Release and Waiver of Liability does not constitute a release and waiver by the City of Delano of the defense of governmental immunity, or any other legal defense which may be applicable with respect to any claim which may arise against the City.

I HAVE READ THIS RELEASE:

Volunteer - Print Name

Volunteer's Signature

Parent's Name - Print Name
(Only required if Volunteer is a minor)

Parent's Signature
(Only required if Volunteer is a minor)

Date