

# Town of Mooresville

## Waiver of Liability and Assumption of Risk

**Please Read Carefully And Be Sure You Understand Its Content Before Signing**

Name of Volunteer/Participant (please print): \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Activity/Program: \_\_\_\_\_

Dates/Location of Activity/Program: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Telephone (Please include an alternate number if available): \_\_\_\_\_

Thank you for your participation with The Town of Mooresville's Volunteer or Community Program. We greatly appreciate your assistance and commitment to improving our community through various activities or functions. Before participating in this activity, please read and if you are in agreement, sign this Waiver of Liability and Assumption of Risk form.

By participating in this activity I agree that:

1. I am participating in a volunteer activity or community program and that I am freely donating my time and my labor. I agree to perform my assigned tasks in a reasonable and responsible manner. I also agree to **ASSUME ALL RISKS OF PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH** in any way associated with my participation in this activity. I agree to **RELEASE, AND HOLD HARMLESS** the Town of Mooresville, its officials, employees, representatives, volunteers, and agents from any and all rights and claims for damages, including attorney fees arising from or in any way connected with my participation in this activity.
2. I will comply with all the terms and conditions associated with my participation in the Town of Mooresville's Volunteer Program or Community Program
3. This consent, waiver and release will be construed broadly to provide a waiver and release to the maximum extent permissible under North Carolina or federal law.
4. This agreement shall apply to all dates in which participation will occur, even if on different dates.
5. I have the right to inspect the area where the activity will occur and any equipment or tools that I will be using and can refuse at any time to continue my participation.
6. This document is not only binding on me but is also binding on my personal representatives, executors, heirs and next of kin.
7. If I sign this on behalf of a child who is under age 18, I certify that I have the capacity to sign on such child's behalf and that this waiver and assumption of risk shall apply to such child.
8. In the event that either me, or my child, is injured, employees and staff of the Town of Mooresville are authorized to obtain emergency medical care for me or my child.
9. I (and parent/legal guardian if participant is under age 18) have carefully read this document, been given the opportunity to ask any questions about its contents, and understand its contents and acknowledge that it is being submitted voluntarily.

**Signature of Volunteer:**

\_\_\_\_\_

**Signature of Parent/Guardian of Participant Who is Under 18 Years Old:**

\_\_\_\_\_

**Date Signed:**

\_\_\_\_\_