

WAIVER AND RELEASE OF LIABILITY

Volunteer Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Parent /Legal Guardian (required if Volunteer is under age 19): \_\_\_\_\_  
Address: \_\_\_\_\_

**In return for being allowed to participate in volunteer activities and all related activities, including any activities incidental to such participation (“Volunteer Activities”), the undersigned Volunteer (or Parent/Legal Guardian of Volunteer if Volunteer is under age 19) hereby RELEASES, WAIVES, DISCHARGES, and HOLDS HARMLESS the City of Crete or its officers, directors, employees, sub-contractors, sponsors, agents and affiliates (“the City”) from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Volunteer Activities wherever, whenever, or however the same may occur and agrees not to sue the City therefore.**

I understand that participation in the Volunteer Activities involves certain risks, including, but not limited to, serious injury and death. I understand and agree that the City is not responsible for any injury or property damage arising out of the Volunteer Activities, even if caused by ordinary negligence or otherwise.

I AM VOLUNTARILY PARTICIPATING IN THE VOLUNTEER ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PARTICIPATION.

I further agree to indemnify and hold harmless the City and others listed for any and all claims arising as a result of my participation in Volunteer Activities.

I further acknowledge that the City does not furnish any medical/injury insurance coverage for any participants and I hereby certify that the necessary medical/injury insurance for my protection has been obtained.

I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in Volunteer Activities.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

I UNDERSTAND THAT THIS DOCUMENT IS A CONTRACT WHICH GRANTS CERTAIN RIGHTS TO AND ELIMINATES THE LIABILITY OF THE CITY.

I affirm that I am of legal age, and *am* freely signing this agreement. I HAVE READ THIS FORM AND FULLY UNDERSTAND THAT BY SIGNING THIS FORM, I AM GIVING UP LEGAL RIGHTS AND REMEDIES WHICH MAY BE AVAILABLE TO ME, MY FAMILY, ESTATE, HEIRS, OR ASSIGNS FOR THE NEGLIGENCE OF THE CITY OF CRETE, AND/ OR ANY OF THE PARTIES LISTED ABOVE.

\_\_\_\_\_  
Signature of Volunteer

\_\_\_\_\_  
Date

**If the volunteer is under 19 years of age:**

I affirm that I am the parent or legal guardian of the above-named child and *am* freely signing this agreement. I HAVE READ THIS FORM AND FULLY UNDERSTAND THAT BY SIGNING THIS FORM, I AM GIVING UP LEGAL RIGHTS AND REMEDIES WHICH MAY BE AVAILABLE TO MY CHILD, MY FAMILY, ESTATE, HEIRS, OR ASSIGNS FOR THE NEGLIGENCE OF THE CITY OF CRETE, AND/ OR ANY OF THE PARTIES LISTED ABOVE.

I, the undersigned parent of the participant named above, hereby certify that I have the authority to authorize my child to participate and that I request that my child participate in the City of Crete’s volunteer activity(ies) on (date)\_\_\_\_\_.

I am the parent or legal guardian of the Volunteer. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

\_\_\_\_\_  
Signature of Parent/Legal Guardian Date Date

**PUBLICITY RELEASE**

I hereby grant to the City, and each of its subsidiaries, affiliates, agents, advertising or promotional agencies, and partners, and all such entities’ officers, directors, agents, employees, respective successors and assigns (collectively, “Authorized Parties”), the absolute and irrevocable right and permission to use, publish, broadcast and/or copyright the use of Volunteer’s name, voice, photograph and/or likeness in any and all promotional or other materials based upon or derived from the Volunteer Activities in any manner, in any media whatsoever for any and all purposes, including by way of example but without limitation on the City’s website and its social media accounts, in perpetuity, without additional compensation.

\_\_\_\_\_  
Signature of Volunteer Date

**If the volunteer is under 19 years of age:**

I affirm that I am the parent or guardian of the above named child and I hereby grant to the City, and each of its subsidiaries, affiliates, agents, advertising or promotional agencies, and partners, and all such entities’ officers, directors, agents, employees, respective successors and assigns (collectively, “Authorized Parties”), the absolute and irrevocable right and permission to use, publish, broadcast and/or copyright the use of Volunteer’s name, voice, photograph and/or likeness in any and all promotional or other materials based upon or derived from the Volunteer Activities in any manner, in any media whatsoever for any and all purposes, including by way of example but without limitation on the City’s website and its social media accounts, in perpetuity, without additional compensation.

\_\_\_\_\_  
Signature of Parent/Legal Guardian Date Date