

# PICKENS PARK VOLUNTEER WAIVER AND RELEASE OF LIABILITY FORM

The undersigned Volunteer hereby freely, voluntarily and without duress executes this Waiver and Release of Liability ("Release") for the Asheville City Schools Board of Education,, the City of Asheville and volunteers organizing the installation of playground equipment set forth herein under the following terms and conditions:

**1. Release and Waiver.** Volunteer does hereby release and forever discharge the Asheville City Schools Board of Education, including its Board members, employees, agents, attorneys, and its successors and assigns, the City of Asheville, including its council members, employees, agents, attorneys, and its successors and assigns, as well volunteers organizing the installation of playground equipment, ("Releasees") 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 the Volunteer's participation in the installation of playground equipment on the Board's real property located at 544 Kimberly Avenue, Asheville North Carolina, 28804, otherwise known as Pickens Park (hereinafter "Volunteer Activities"). Volunteer understands that this Release discharges the Releasees from any liability or claim with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's Activities. Volunteer understands that the Releasees does 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 or illness related to the Volunteer's Activities.

**2. Medical Treatment.** Volunteer does hereby release and forever discharge the Releasees from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities.

**3. Assumption of Risk.** The Volunteer understands that the activities/work may be hazardous to the Volunteer, including, but not limited to lifting, loading and unloading, stooping, kneeling, use of tools and other activities. Volunteer hereby expressly and specifically assumes the risk of injury or harm and releases the Releasees.

**4. Insurance.** The Volunteer understands that, except as otherwise agreed to by the Releasees in writing, the Releasees does not carry or maintain health, medical, workers compensation, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain their own medical or health insurance prior to engaging in any Volunteer Activities.

**5. Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of North Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of North Carolina. Volunteer 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.

Volunteer Name \_\_\_\_\_

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

Volunteer Age (if under 18) \_\_\_\_\_

Name of Parent or Guardian (if under 18) \_\_\_\_\_

Signature of Parent or Guardian (if under 18) \_\_\_\_\_