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**VOLUNTARY WAIVER OF LIABILITY AGREEMENT**

**For Volunteering in Barsness Park**

**\*This Document Affects Your Legal Rights. Read Carefully Before Signing\***

I wish to volunteer to improve and help maintain Barsness Park. This may include, but is not limited to:

* Removal of buckthorn and other invasive plants.
* Trail building and maintenance.
* Improving and maintaining disc golf area.
* Helping to maintain buildings, gardens, ball fields, and beach area.

I state and affirm that:

1. My participation is voluntary. No one is forcing me to participate.
2. I acknowledge the activity is **NOT** an **ESSENTIAL** service provided by the City.
3. I understand and acknowledge the activity I am about to voluntarily engage in as a participant has certain risks. I understand these risks, known or unknown, anticipated or unanticipated, may result in injury, death, illness, disease, or damage to myself or my property, or to other persons and their property.
4. In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with this activity. I hereby agree to hold the City of Glenwood, its officials, employees, agents, and contractors harmless, and I waive any right to make claims or bring lawsuits against the City or anyone working on behalf of the City for any injuries or damaged related to the alleged negligence of the City.
5. This waiver does not apply to any injuries or damages that are the result of any **willful, wanton, or intentional** misconduct by the City or anyone acting on behalf of the City.
6. I understand that entering into and signing this Agreement affects my legal rights and results in my giving up or waiving certain legal rights, and I accept this and sign this Agreement of my own free will.
7. The terms of this Agreement shall bind the members of my family if I am alive, and my heirs, assigns, and personal representatives if I am deceased.
8. My signature indicates I have read this entire document, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representations, and agree to be bound by its terms.

Name (please print legibly)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\*NOTICE:** If participant is under 18 years old or has a legal guardian, this release must be co-signed by a parent or guardian.

I certify that I am the parent or legal guardian of the above individual and hereby consent to his or her participation in the activity. I have read and understand the above Volunteer Waiver of Liability Agreement and I agree to be bound by the terms stated therein.

Name of Parent/Guardian(please print legibly)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent/Guardian\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_