

**TOWN OF KENNETH CITY**

**Volunteer Program - Hold Harmless Waiver and Release of Liability**

I, \_\_\_\_\_, (the "Volunteer") hereby agree to volunteer in the Town of Kenneth City (the volunteer "Program"), on the terms and conditions set forth hereunder in this Release and Waiver of Liability (the "Understanding"). I acknowledge that I am participating in this Program without the expectation of remuneration, of any kind, including employee benefits normally extended to the employees of the Town of Kenneth City, and that in consideration of the Town of Kenneth City allowing my participation in the Program I am agreeing to the terms of this Understanding.

I understand that my participation in the Program may end or be terminated by me or by the Town of Kenneth City without cause and without prior notice.

I understand that I have an obligation to abide by the policies and procedures of the Town of Kenneth City and to take my direction from the volunteer supervisors or other Town of Kenneth City personnel under whose direction I will be working.

I hereby assume all risks and hazards incidental to my participation in the Program, including transportation to, from and upon any of the sites I will be volunteering at. I acknowledge the fact that the Program that I will be participating in may involve a certain degree of physical exertion or physical contact where injuries may occur.

I do hereby waive, release and agree to hold harmless the Town of Kenneth City, its agents and employees, and members of the public being served by the Program, for any and all claims arising out of or related to any injury to me, including damages and medical costs.

I also acknowledge that the Town of Kenneth City will not assume any costs related to any injury while I am involved in the Program. I further hereby acknowledge the Town of Kenneth City, as a governmental entity in the State of Florida, is entitled to and does not waive any of the protections, defenses and limitations contained in Section 768.28, Florida Statutes, and any other statute protecting governmental entities in the State of Florida.

I agree that I will divulge any limiting physical or health conditions that might affect the duties to be assigned to me under the Program.

I agree to assume the sole and exclusive responsibility not to undertake any tasks, jobs or physical efforts that might endanger myself or endanger others. I recognize that any statements I make to Town of Kenneth City employees relative to my participation in the program having to do with my physical condition may not necessarily be communicated to other persons directing my activities and, for that reason, I will assume the responsibility of monitoring my own activities as set forth above.

I release the Town of Kenneth City, and its employees and agents, from any responsibility arising from or related to the assignment of specific duties or tasks to me, regardless of whether a physical examination or a doctor's statement is provided to the Town of Kenneth City, or not.

I agree that this Understanding shall remain in full force and effect during all times that I am participating in the Program of the Town of Kenneth City.

\_\_\_\_\_  
Volunteer's Signature  
(Parent if Volunteer is a minor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness: