Town of Lauderdale By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-the-Sea, FL 33308
(954) 640-4200

Volunteer Agreement and Waiver and Release of Liability

I,_____, desire to volunteer to perform assigned duties for the Town of Lauderdale-By-The-Sea, without compensation. In consideration for allowing me to participate as a Town volunteer, I agree as follows:

I understand and acknowledge that I am engaging in this activity as a volunteer and not as an employee, agent, official, officer, or representative of the Town of Lauderdale-By-The-Sea. I further acknowledge that I may not be entitled to any compensation, benefit, or insurance coverage from the Town. I understand and acknowledge that the Town can terminate my status as a volunteer for the Town at any time and for any reason.

I understand that some assignments may include activities that may be hazardous to me and may involve certain inherent risks from over-exertion including serious injury or death, or from environmental conditions. Despite the risks, I still choose to participate in such activity. ***I hereby expressly and specifically assume the risk of injury or harm in these activities and release the Town from all liability for injury, illness, death, or property damage.***

I am not aware of any physical, mental, or other health limitation that would prevent me from safely participating as a volunteer. In consideration for being allowed to participate, I personally assume all risks, foreseen or unforeseen, regarding volunteering, of any harm, injury, or damage I incur as a volunteer. I assume the responsibility of mental and physical fitness to safely participate in the assignment and agree to abide by all rules and requirements of the program. I will perform only those tasks assigned to me, observe all safety rules, and use care in the performing my assignments. I will not attempt to do work that I do not understand, that is beyond my training, or that is beyond my physical capabilities, nor will I use unfamiliar or unsafe tools. I acknowledge that I have received appropriate instruction, including appropriate safety and emergency procedures, and I fully understand those instructions. I will not participate if I am under the influence of alcohol or any drug that could impair my physical or mental abilities.

Notwithstanding any other provision of this agreement, in no event shall the Town be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or regarding this agreement or the services performed regarding this agreement.

I release the Town from any claim that may arise because of any first aid treatment or other medical services that I receive regarding my service as a volunteer with the Town. If I am injured while volunteering, I authorize any physician licensed in Florida to provide the emergency treatment he or she believes, in his or her sole judgment is necessary. I also fully understand that the Town does not assume any responsibility for or have any obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage. Notwithstanding any other

provision of this agreement, in no event shall the Town be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or regarding this agreement or the services performed regarding this agreement.

I agree to allow my image **"or likeness"** to be used in published materials, websites, and on social media. I grant the Town all right, title, and interest in any and all photographic images, video or audio recordings and other replications or documentation of my person or voice made by the Town during my volunteer work with the Town, including, but not limited to, any royalties, proceeds, or other benefits that are derived from such photographs or recordings.

I shall assume all risk of loss, theft, or damage to any of my personal property, equipment, or supplies arising from or connected with services I perform for the Town. I am over the age of eighteen and legally competent to sign this liability release or I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, this instrument is legally binding, and I have signed this document of my own free act.

I have read the volunteer responsibilities above and understand that as a volunteer I will adhere to them and act in a respectful manner while representing the Town of Lauderdale-By-The-Sea.

I HAVE CAREFULLY READ THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENT AND MEANING. I AM AWARE THAT THIS FORM IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME, THE ABOVE-NAMED INDIVIDUAL, AND THE TOWN OF LAUDERDALE-BY-THE-SEA.

_____ _____

Signature of Participant Date

_____

Printed Name

IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN) MUST SIGN.

I am the parent or legal guardian of the above participant and he/she has my permission to participate in this Volunteer Activity. I have read and agree to the provisions stated above for myself and the participant. Further, I understand and agree that the sponsors and organizers of the Event are not responsible for supervision of minor participants and that if I allow the above minor to participate without my supervision, I assume all the risks from such participation.

_____ _____

Signature of Legal Guardian Date

_____

Printed Name of Legal Guardian