

CITY OF EFFINGHAM HOLD HARMLESS AGREEMENT

Name of Participant

Name of Sponsoring Entity

WAIVER, RELEASE OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT FOR

> CITY OF EFFINGHAM VOLUNTEER PROGRAMS

PLEASE READ CAREFULLY

Please read this form carefully and be aware that, in participating in this Volunteer Program, you will be waiving and releasing all claims for injuries, arising out of this program that you or the above participant might sustain. The terms "I", "Me", and "My" also refer to parents or guardians as well as the participants in the program. In participating in the program, you are agreeing as follows:

As a participant in the Volunteer Program, I recognize and acknowledge that there are certain risks of physical injury, and I agree to assume the full risk of any injuries, including death, damage, or loss which I may sustain as a result of participating, in any manner, in any and all activities connected with or associated with such program. I further recognize and acknowledge that all activities involving strenuous exertion or potential body contact are hazardous activities and involve substantial risks of injury.

I agree to waive and relinquish any and all claims I may have as a result of participating in the Volunteer Program against the City of Effingham, any and all other participating or cooperating governmental units, any and all independent contractors, officers, agents, servants an employees of the governmental bodies and independent contractors, and any and all other persons and entities, of whatever nature, that might be directly or indirectly liable for any injuries that I might sustain while participating in the program. (The parties described in the preceding sentence are referred to as "Released Parties" in the remainder of this agreement).

I do hereby fully release and discharge the City of Effingham and the other Released Parties from any and all claims for injuries, including death, damage or loss which I may have or which may accrue to me on account of my participation in the Volunteer Program.

I further agree to indemnify, hold harmless and defend the City of Effingham, and any and all other Released Parties, from any and all claims resulting from injuries, including death, damages and losses sustained by anyone, and rising out of, connected with, or in anyway associated with my conduct and the activities of the Volunteer Program.



EFFINGHAM POLICE DEPARTMENT

I further understand and agree that the terms such as "Participation", "Program", and "Activities", referred to in this agreement, include all exercises and physical movements of any nature while I am participating in the Volunteer Program, and further include the provision of or failure to provide proper instructions or supervision, the use and adjustment of any and all machinery, equipment, and apparatus, and anything related to my use of the services, facilities, or premises involved in the program.

I understand the nature of the program for which I am volunteering, and have read and fully understand this Wavier, Release and Hold Harmless Agreement. I further understand that any advisements or warnings of the particular risks of this program that I subsequently receive will be incorporated by reference into and become a part of this agreement.

| Participant Signature | Date |
|-----------------------|------|
| Parent Signature | Date |
| Parent Signature | Date |

NOTE: Both parents, custodial parents, or guardians must sign if participant is under age 18.