

VOLUNTEER ACTIVITIES

WAIVER AND RELEASE OF LIABILITY

In return for being allowed to participate in volunteer activities for and with the Town of Herndon and all related activities, including any activities incidental to such participation ("Volunteer Activities"), the undersigned Volunteer or Parent/Legal Guardian of Volunteer if Volunteer is under age 18 (hereafter referred to using "I", "me", or "my") releases and agrees not to pursue the Town of Herndon or its officers, directors, employees, sub-contractors, sponsors, agents and affiliates ("the town") for any present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Volunteer Activities.

I understand that participation in the Volunteer Activities involves certain risks, including, but not limited to, serious injury and death. I am voluntarily participating in the Volunteer Activities with knowledge of the danger involved and I agree to accept all risks of participation.

I also agree to indemnify and hold harmless the town for all claims arising out of my participation in the Volunteer Activities.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia and agree that if any portion of this Agreement is found invalid, the remainder will continue in full legal force and effect.

I also acknowledge that the town has not arranged and does not carry any insurance of any kind for my benefit or that of Volunteer (if Volunteer is under 18), my parents, guardians, trustees, heirs, executors, administrators, successors and assigns. I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in the Volunteer Activities.

I am the Volunteer. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

I am the parent or legal guardian of the Volunteer. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

Printed Name of Volunteer

Printed Name of Parent or Legal Guardian (if Volunteer is under 18)

Volunteer's YEAR of Birth (if Volunteer is under 18)

Signature of Volunteer or Parent/Legal Guardian

Date