## **TOWN OF BRIARCLIFFE ACRES**

# **Release and Waiver of Liability**

### PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This Release and Waiver of Liability (the "Release") executed on this **\_\_\_\_\_day of \_\_\_\_\_ \_\_\_\_, 20 \_\_\_, by** (the "Volunteer"), in favor of the Town of Briarcliffe Acres, a municipality .

The Volunteer desires to work as a volunteer for the Town and engage in current and future activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities as described by the supervisor.

The Volunteer has read the Town's Volunteer Policy which is posted on the Town's website. The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver.** Volunteer does hereby release and forever discharge and hold harmless the Town and its assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with the Town.

Volunteer understands that this Release discharges the Town from any liability or claim that the Volunteer may have against the Town with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with the Town, whether caused by the negligence of the Town or its officers, directors, employees, or agents or otherwise. Volunteer also understands that the Town does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Medical Treatment. Volunteer does hereby release and forever discharge the Town from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with the Town.

Assumption of the Risk: The Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and release the Town from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance.** The Volunteer understands that, except as otherwise agreed to by the Town in writing, the Town does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

#### Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

**Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of the State of South Carolina. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court or competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

#### PLEASE PRINT - ALL FIELDS ARE REQUIRED. A SIGNATURE MUST BE HAD OF THE VOLUNTEER.

	Name of Volunteer:
	Signature of Volunteer:
	Address of Volunteer:
Witness & Accepted by Town Representative	Phone:

Email: \_\_\_\_\_