

# SHORT TERM VOLUNTEER

(1 week max)

## CITY OF EUREKA Volunteer Waiver

### Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

(Describe in detail the type of activity or event and, if applicable, the tools/equipment that may be used to perform this activity)

ACTIVITY/EVENT: Mural Painting during the week of

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FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(Describe the location where this activity or event is to take place)

LOCATION: Eureka Waterfront Road Retaining wall ranging from L street to Q

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In consideration for being permitted by the City of Eureka (City) to participate in the above activity/event, I hereby acknowledge, understand, and agree to each of the following:

I HEREBY WAIVES, RELEASES, DISCHARGES, AND COVENANTS NOT TO SUE the City, its agents, officers, representatives, personnel, or insurers for all liability to me, my personal representatives, assigns, heirs, and next of kin resulting from any and all loss or damages, and any claims or demands therefore on account of injury to me, even resulting in permanent disability or death, or my property arising out of or related to the activity/event, whether caused by the negligence of the City, its agents, officers, representatives, or personnel, or otherwise.

I HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to the activity/event. Moreover, I understand that the activity/event may be of a hazardous nature and/or include physical and/or strenuous exercise or activity; that serious accidents occasionally occur during the activity/event; and that participants in the above activity/event occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity/event and I hereby agree to assume any and all risks of injury of death and to release and hold harmless the City, its agents, officers, representatives, employees, personnel, and insurers who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand

and agree that this waiver, release, and assumption of risks is to be binding on my personal representatives, assigns, heirs, and next of kin.

I HEREBY ACKNOWLEDGE THAT injuries received may be compounded or increased by negligent rescue operations of the City, its agents, officers, representatives, employees, or personnel, and I further WAIVE, RELEASE, DISCHARGE, AND COVENANTS NOT TO SUE the City, its agents, officers, representatives, personnel, or insurers for any liability to me as a result of any negligent rescue operation. I understand and agree that this waiver/release is also binding on my personal representatives, assigns, heirs, and next of kin.

I HEREBY AGREE TO IDEMNIFY AND SAVE AND HOLD HARMLESS, the City, its agents, officers, representatives, personnel, or insurers and each of them from any loss, liability, damage, or cost, they may incur arising out of or related to my participation in the activity/event.

I HEREBY AGREE THAT THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, extends to all acts of negligence by the City, its agents, officers, representatives, personnel, and is intended to be as broad and inclusive as is permitted by the laws of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETED UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. (Each participant must personally sign.)**

\_\_\_\_\_  
I      Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**\*Original to be kept in Department**