

WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK

In consideration of being allowed to participate in the Great American Cleanup Event and its related events and activities, acknowledge and agree that:

- 1.** I may not participate in the Great American Cleanup Event unless I read and sign this Release before registering; and
- 2.** There exists numerous risks of injury from the cleanup activities, including the potential of serious injury, sickness, and death, and while equipment and personal discipline may reduce this risk, the risk of serious injury does exist; and
- 3.** I will perform only those tasks assigned to me, observe all safety rules, and use care in the performance of my assignments. I am permitting myself to perform those services voluntarily and without anticipation of payment of any kind; and
- 4.** I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the City of Beatrice, Nebraska or Keep Beatrice Beautiful and assume full responsibility for my participation; and
- 5.** I will perform only those assigned tasks which are within my physical capability, that I will not undertake tasks that are beyond my ability or physical capability, that I will notify the appointed point person of any assigned tasks which are beyond either my ability or physical capability, and that I will perform all assigned tasks to the best of my ability. I also understand that my participation may be limited if there is inadequate supervision, I fail to follow instructions or engage in behavior which, in the opinion of said point person, is unsafe or inappropriate; and
- 6.** I will not undertake to use any equipment or tools with which I am unfamiliar or do not know how to operate safely and that are not identified on this Release. I will notify the point person if I am not familiar with the safe operation and use of equipment and tools that I am permitting to utilize in connection with this volunteer activity; and
- 7.** I willingly agree to comply with the stated and custom-made terms and conditions for participation. If, however, I observe any unusual significant hazards during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and
- 8.** I understand there are risks and hazards associated with my participation, which include by way of description and not limitation the following: passing motor vehicles; slick and/or uneven surfaces that may affect balance and/or result in a fall, cuts, scrapes or other injuries; muscle strain or sprain; sunburn; sunstroke; fatigue; dehydration; adverse reaction(s) and/or illness related to dust, pollen, contact with plants; rashes; bug bites, contact with needles and other sharp objects; and

9. I, for myself and on behalf of my heirs, assigns, personal representative and next of kin, agree not to sue and instead hereby release and hold harmless the organizers and all those associated with the City of Beatrice, Nebraska, Keep Beatrice Beautiful, the State of Nebraska, and their officials, directors, agents, representatives, and/or employees, other participants, sponsors, advertisers, and if applicable, the owner's and leaser's of premises used to conduct the event ("Releasees"), from all claims, demands, actions or judgments which, I or my heirs, executors, administrators or assigns, the participant, or the participant's heirs, executors, administrators or assigns, may have for any and all injuries, disabilities, death and damages, known or unknown, caused by or arising out of the above-described activity. I also understand and agree that this is a General Release and I am voluntarily waiving any rights I, the participant or our respective heirs, executors, administrators or assigns, may be entitled to, whether rising from the negligence of the Releasees or otherwise; and

10. I specifically acknowledge that I am engaging in this activity as a volunteer, at my own request and risk, and not as an employee of the City of Beatrice, Nebraska, Keep Beatrice Beautiful, the State of Nebraska, or the sponsors of this event, and further acknowledge that neither I nor the participant is entitled to any compensation, benefit or insurance coverage from the City of Beatrice, Nebraska, Keep Beatrice Beautiful, the State of Nebraska, or the sponsors, nor will I make such claim on behalf of myself or the participant; and

11. In addition, I give permission for the City of Beatrice, Nebraska and Keep Beatrice Beautiful, to use my name in any photographs or videos taken of me in connection with the cleanup event for publicity purposes; and

12. I have read this Waiver, Release of Liability, and Assumption of Risk Agreement and photo release. I fully understand its terms, understand that I give up substantial rights by signing it and sign it freely and voluntarily without any inducement. I voluntarily execute it with full knowledge of its significance.

Participant's Signature

Date Signed

Minors: This it to certify that I as parent/guardian with legal responsibility for the participant, do consent and agree to his/her release as provided above to all the Releasee's, and, for only heirs, assigns, next of kin, and myself, I agree not to sue and understand release and agree to indemnify the Releasee's from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from negligence.

Parent/Guardian Signature

Date Signed