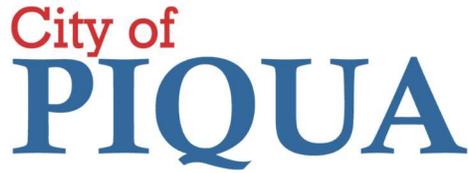




**CITY OF PIQUA
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

PLEASE READ THIS FORM CAREFULLY. AS A CONDITION OF PARTICIPATING IN THE CITY OF PIQUA VOLUNTEERING PROGRAM , YOU AGREE TO RELEASE ALL CLAIMS AGAINST THE CITY OF PIQUA, OHIO FOR INJURIES YOU MIGHT SUSTAIN ARISING OUT OF YOUR PARTICIPATION IN THE VOLUNTEERING PROGRAM.

1. In consideration for receiving permission to participate in the City of Piqua Volunteering Program (the "Program"), I hereby **release, waive, discharge and covenant not to sue** the City of Piqua, their officers, agents, servants, or employees (hereinafter referred to **the "Releasees"**) from any and all liability, claims, damages actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the **Releasees**, or otherwise, while participating in the Program , or while in, or upon the premises where the Program is being conducted.
2. I am fully aware of the risks involved and hazards connected with the Program, including but not limited to cuts, scrapes, irritating plant life, traffic hazards, punctures, strains, sprains, and other misfortunes connected with the gathering litter. Understanding those risks and hazard, I hereby elect to voluntarily participate in the Program with full knowledge that the Program may be hazardous to me and my property. **I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death**, that may be sustained by me, or any loss or property owned by me, as a result of being engaged in the Program, **whether caused by the negligence of Releasees or otherwise**.
3. I further hereby agree to **indemnify, hold harmless, and defend** the **Releasees** from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in the Program, **whether caused by negligence of Releasees** or otherwise. I further agree that such obligation to indemnify shall extend to the reimbursement of the City of Piqua, Ohio, for all expenses and suits including but not limited to, judgments, reasonable attorney's fees, and court costs incurred resulting from or arising in connection with my participation in the Program.
4. I understand that the City of Piqua does not maintain any insurance policy covering any circumstances arising from my participation in the Program or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio. I expressly waive any claim for compensation or liability on the part of Releasees, including the City of Piqua, Ohio, for any medical expenses incurred during the Program. I understand and agree that my health insurance will provide coverage for any necessary medical treatment or care arising from my voluntary participation in the Program.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be deemed as a **release, waiver, discharge and covenant not to sue** the City



of Piqua (or any other Releasees). I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Ohio.

- 6. In signing this Waiver of Liability and Hold Harmless Agreement, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement have been made.

I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and consideration in fully intending to be bound by same.

In witness whereof, I have hereunto set my hand on this _____ day of _____, 20____.

Participant Signature

Participant Printed Name

OR, For Minor Children and Their Parent/Guardian:

I am the Parent of Legal Guardian of the participant who is under 18 years of age and hereby have voluntarily elected to permit my minor Child to participate in the Program, and agree and execute this Waiver of Liability and Hold Harmless Agreement for full, adequate and consideration in fully intending for my minor Child and I to be bound by same.

In witness whereof, I have hereunto set my hand on this _____ day of _____, 20____.

Participant Printed Name

Witnesses

Parent/Legal Guardian Signature

Parent/Legal Guardian Printed Name