

RELEASE AND WAIVER OF LIABILITY FOR VOLUNTEERS

OF THE

KENAI PARKS AND RECREATION DEPARTMENT

The purpose of this *Release and Waiver of Liability* is to establish an understanding between volunteers with the City of Kenai's Parks and Recreation Department and the City of Kenai regarding liability issues.

I want to volunteer my services to the City of Kenai and its Parks and Recreation Department. I certify that I am in good mental and physical condition and I understand the inherent risks associated with acting as a volunteer including the risk of physical injury or death. I understand that these risks may include, but are not limited to, slips and falls, physical activity and exertion, muscle and ligament strains, pulls and tears, abnormalities of blood pressure or cardiac arrest, cuts and punctures from debris, glass, nails, hypodermic needles, wire, rocks, concrete, cans and other sharp objects. I further understand that I risk aggravating any preexisting physical condition I may have in the performance of these services.

I understand that while my volunteer services will be at the direction of the City of Kenai Parks and Recreation Department and its employees, I am nevertheless not an employee of the City of Kenai within the meaning of the Alaska Workers' Compensation Act at the time of my performance of these volunteer services. I further understand that I am a volunteer and that no employee/employer or master/servant relationship is created between me and the City of Kenai and that I will receive no compensation of any kind for my participation as a volunteer and that there is no promise of paid employment or future paid employment. There is no employment contract or other contract of hire between the City of Kenai and me. I acknowledge that the volunteering of time and/or services does not constitute employment for purposes of the Workers' Compensation Act of Alaska and further acknowledge that I am not entitled to benefits of said Act.

In consideration of the City of Kenai allowing me to participate as a volunteer, I AGREE NOT TO SUE AND FOREVER RELEASE, WAIVE AND DISCHARGE THE CITY OF KENAI, ITS OFFICERS, EMPLOYEES, AND AGENTS, FROM ANY AND ALL LIABILITY TO ME or my personal representatives, assigns, heirs, children, dependents, spouse and relatives from any and all claims, causes of action, losses, judgments, liens, costs, demands or damages that are caused by or arise from any injury (including death) to me or to my property. I assume all risks associated with my participation as a volunteer. I understand that the performance of these volunteer services may be

hazardous, and I specifically waive any liability for injuries that may result from the negligence or carelessness of fellow volunteers, City of Kenai employees, or the public.

I understand that the City of Kenai shall not be responsible for loss or theft of personal property, or damage to personal property caused by the City of Kenai, its employees and officers, other volunteers or the public.

I understand that my participation as a volunteer in this activity is purely and solely voluntary and that I am not an employee, contractor, or representative of the City of Kenai.

I hereby acknowledge that have carefully read this *Release and Waiver of Liability for Volunteers*; that I fully understand its contents; that I am over the age of 18; and that I am signing this *Release and Waiver of Liability for Volunteers* voluntarily and intend for it to be legally binding.

Volunteer: (Printed name)

Address/City/State/Zip

Telephone number

Cell phone number

Volunteer: (Signature)

Date