

VOLUNTEER’S WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

The Village of Marvin, North Carolina, permits volunteers to assist with projects (“Projects”) at Marvin-Efird Park in which volunteers will help to support habitat restoration, trail building and maintenance, building and grounds maintenance, and/or landscaping projects by performing any number of related tasks along with making other improvements to the property for the Marvin-Efird Park. Work in connection with Projects may include, but is not limited to: out planting vegetation, removing weeds and invasive vegetation, transplanting seedlings, working in and around compost and mulch, pruning vegetation, application of chemical fertilizers, insecticides, pesticides or fungicides, clearing trails, repairing trail tread, rerouting trails, clearing drainage systems, repairing and installing fencing/boardwalks/steps/benches/signage, removing graffiti, collecting trash, working around poison oak or ivy, loading/unloading tools and materials, and performing basic construction work. During Projects, these volunteers might use facilities, equipment, and vehicles that are owned, maintained, or provided by the Village or that otherwise are used in connection with Projects (collectively, “equipment”).

I, _____, individually and/or also as a parent or guardian of _____, a minor, state that I and/or said minor are volunteering to participate in Projects and do so on our own volition and accord. I, along with said minor, expressly acknowledge and agree that clearing, constructing, and otherwise creating an outdoor trail and making other improvements to the property, as well as using any and all equipment, may involve certain dangers and risks, including, without limitation, the risk of physical injury or serious bodily harm. I and said minor hereby knowingly and voluntarily assume the risk of any physical injury, serious bodily harm or property damage which may result from our participation in Projects, from the condition of any property where Projects occurs, or from our use of any equipment while participating in any way in Projects.

I, as well as said minor, further understand that we are responsible for protecting our valuables and other personal belongings during Projects. The Village is not responsible for any damage to or loss or theft of any such item(s) during Projects.

I, along with said minor, as well as all of our heirs, administrators, and executors, agree to indemnify and save and hold harmless the Village and any of its officers, administrators, employees, trustees, representatives and/or agents, and their heirs, successors, and assigns, from any and all loss, liability, damage or cost that we may incur due to or connected with our participation in Projects, the condition of any property where Projects occurs, or our presence in or our use of any equipment.

I, along with said minor, as well as all our heirs, administrators, and executors, hereby waive any and all claims or causes of action which I and/or said minor may have against the Village and/or any of its officers, administrators, employees, trustees, representatives and/or agents, and their heirs, successors, and assigns, arising out of injuries or property damage which I and/or said minor may sustain due to or connected with our participation in Projects, the condition of any property where Projects occurs, or our presence in or our use of any equipment.

I acknowledge that I have read this Waiver, Release and Assumption of Risk Agreement, that I have explained its provisions to said minor, and that I have voluntarily signed this document in exchange for the Village’s allowing me and said minor to participate in Projects.

Date (Valid for one year from date)

Parent / Guardian / Volunteer’s Signature

Parent / Guardian / Volunteer’s Printed Name

Minor’s Printed Name