

RELEASE AND INDEMNIFICATION – City of Gillette Adopt-A-Park Program

In consideration of the City of Gillette allowing _____ (full name) to perform volunteer work for the City of Gillette Adopt-A-Park Program, I _____ (referred to as “Volunteer and Releaser”), now residing at _____ (City, State/Zip), agree to the following terms and conditions of this Release and Indemnification (the “Agreement”).

I know and understand the scope, nature and extent of the risks involved in volunteering to pick up litter/trash and mow on City of City of Gillette property, and the related activities including transportation, etc. Specifically, I understand that picking up litter/trash and mowing are dangerous activities in which there is risk of injury. I expressly and voluntarily assume all risk of death or personal injury to Volunteer or damage to or loss of property while volunteering for the Adopt-A-Park programs, including the risk of active or passive negligence as set forth below. I understand that by assuming this risk I may relinquish legal rights.

I exempt and release the City of Gillette and its Council, Manager, officers, employees, agents, and subcontractors (the “Releasees”) from any and all liability, responsibility, claims, demands, actions, or causes of action whatsoever arising out of Volunteer’s injury or death, or damage or loss of property while upon any Releasees’ premises or while participating in any of the activities. I specifically release and discharge Releasees for liability for any injury, death, damage or loss of property arising out of the negligence, active or passive, of any Releasee(s), or from some other cause while participating in the activities. I understand that I am giving up legal rights which I may otherwise have by entering into this Agreement.

I agree not to institute any suit, action, arbitration, or claim against any Releasee or arising out of any injury, death or damage or loss of property suffered while upon Releasees’ premises or while participating in any of the activities.

It is my intent that this Agreement will be binding on my estate, executors, personal representatives, administrators, heirs, assigns, or other successors, and I instruct my executors, personal representatives, administrators, heirs, assigns, or other successors not to institute any suit or action, arbitration, or other action or claim arising out of Volunteer’s death or injury, or damage or loss to property while upon any Releasees’ premises or while participating in any of the activities.

I agree to defend, indemnify, and hold harmless any or all Releases from any or all losses, claims, actions, or proceedings of every kind and character, including attorney’s fees, costs and expenses incurred, which may be presented or initiated by any person or organization and which arise directly or indirectly from the activities.

I have read this Agreement and understand its terms and conditions. I understand that I am giving up important legal rights by executing this Agreement and that if I institute any suit or other action or claim as a result of Volunteer’s injury or death, or any property damage or loss arising out of the activities covered by this Agreement that this Agreement can and will be used against me and that waivers of this type have been upheld by courts in similar circumstances.

This Agreement and all rights, duties, and obligations related hereto shall be governed by the law of Wyoming and jurisdiction of any legal proceedings shall be Campbell County, Wyoming.

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

The terms of this Release and Indemnification are contractual and not a mere recital. The undersigned acknowledges by execution of this Release and Indemnification that he/she understands these provisions and freely and voluntarily enters into them.

In addition, I agree to the following:

Adhering to all Items Listed in Attachment ‘A’ - Program Rules for City of Gillette Adopt-A-Park Program

Dated this _____ day of _____, 20__

Volunteer’s Signature

Volunteer’s Printed Name