



## City of Venice

### Volunteer Release and Waiver of Liability

This Release and Waiver of Liability (the “Release”) is executed on \_\_\_\_\_ by \_\_\_\_\_ (the “Volunteer”) and, if applicable, in conjunction with \_\_\_\_\_, the parent(s) or guardian having legal custody or legal guardianship of the volunteer, in favor of the City of Venice. For purposes of this Release, all references to the City of Venice and includes its employees, agents, other volunteers and contractors. The Volunteer desires to work as a volunteer for the City of Venice and to engage in the activities related to being a volunteer (the “Activities”) as described in Exhibit “A” which is attached hereto and incorporated herein.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **Release and Waiver.** Volunteer does hereby release and forever discharge and hold harmless the City of Venice from any and all liability, claims, and demands of whatever kind of nature, either in law or equity, which arise or may hereafter arise from Volunteer’s Activities with the City of Venice.

Volunteer understands that this Release discharges the City of Venice from any liability or claim that the Volunteer may have against the City of Venice with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer’s Activities with the City of Venice whether caused by the negligence of the City of Venice or otherwise. Volunteer also understands that the City of Venice does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

2. **Medical Treatment.** Volunteer does hereby release and forever discharge the City of Venice from any claim whatever which arises or may hereafter arise on account of any first aid treatments or service rendered in connection with the Volunteer’s Activities with the City of Venice or with the decision to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.
3. **Assumption of the Risk.** The Volunteer understands that the Activities include work that may be hazardous to the Volunteer. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the City of Venice from all liability for injury, illness, death, or property damage resulting from the Activities. Volunteer certifies that he/she is in good health and has no physical limitations that would preclude participating in the Activities.

4. **Standards of Behavior.** Volunteer agrees to participate in the Activities according to the rules and instructions of the City of Venice including use of any and all personal protective equipment or other protective equipment or supplies. Volunteer agrees to use reasonable care in handling equipment and agrees to only use the equipment for its intended purpose or purposes.
5. **Volunteer Status.** Volunteer understands that he/she will receive no pay, benefits, or other privileges of employment of any kind for his/her services and that he/she is not eligible for unemployment compensation benefits when the volunteer assignment ends. Volunteer also understands that he/she has not been promised and has no expectation that he/she will receive a paid position as a result of the volunteer work. Volunteer is performing the work for civic, charitable or humanitarian reasons.
6. **Photographic Release.** Volunteer does hereby grant and convey unto the City of Venice all right, title, and interest in any and all photographic images and video or audio recordings made by the City of Venice during the Volunteer's Activities with the City of Venice, including but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.
7. **Other.** Volunteer expressly agrees that this release is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that this Release shall be governed and interpreted by the laws of the State of Florida. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction the invalidity of such clause or provision shall not otherwise direct the remaining provisions of this Release which shall continue to be enforceable.

**I HEREBY CERTIFY THAT I AM LEGALLY COMPETENT TO SIGN THIS AGREEMENT AND/OR MY PARENT OR LEGAL GUARDIAN HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. FURTHER, I/WE UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I/WE ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I/WE UNDERSTAND THAT THIS AGREEMENT IS A BINDING AGREEMENT AND I/WE SIGN IT OF MY/OUR OWN FREE WILL.**

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Signature of Volunteer

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Signature of Parent or Guardian

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Signature of Parent or Guardian



## Exhibit "A"

### VOLUNTEER ACTIVITIES

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Volunteer Name: \_\_\_\_\_

Hours per week: \_\_\_\_\_

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

**Job Functions:**

**Working Conditions:**

  

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### Emergency Contact

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Day Phone: (\_\_\_\_\_) \_\_\_\_\_

Evening Phone: (\_\_\_\_\_) \_\_\_\_\_

Cell Phone: (\_\_\_\_\_) \_\_\_\_\_