

CITY OF SHAWNEE  
ADOPT-A-SPOT PROGRAM  
INDIVIDUAL VOLUNTEER AGREEMENT  
WAIVER AND HOLD HARMLESS AGREEMENT

\_\_\_\_\_ (hereinafter referred to as "Volunteer") wishes to participate in the Adopt-A-Spot Community Service Program for the City of Shawnee. Volunteer understands the activities are voluntary. It is understood that these activities are potentially dangerous or harmful to Volunteer, and that by participating, Volunteer accepts and assumes the risk of injury to the Volunteer or damage to the Volunteer's property.

It is understood the City does not provide any insurance coverage for the Volunteer's person or property; and that Volunteer is responsible for Volunteer's safety and own health care needs, and for the protection of Volunteer's property.

Prior to participating in the activity Volunteer agrees to first attend a safety education program presented by group leader and review the City of Shawnee Program Safety Outline attached hereto. Volunteer agrees during volunteer activities that appropriate and safe shoes, trousers and shirts shall be worn at all times. Volunteer agrees to wear an appropriate safety vest furnished by the City at all times during the performance of the volunteer services. Volunteer agrees he or she shall not use controlled substances, including cereal malt beverages and alcoholic liquor, during all pick-up and volunteer activities.

**RELEASE OF LIABILITY**

**READ BEFORE SIGNING BELOW:**

By signing this Agreement, I hereby further certify that I have carefully read this Agreement, fully understand its contents, and am aware that I am releasing certain legal rights that I otherwise may have, and that I enter into this Agreement on behalf of myself, my family and heirs, and that I do so of my own free will. I acknowledge and agree that:

The risk of injury from the activities involved in this program is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

I have read and reviewed the Program Safety Outline attached hereto and I agree to observe and comply with the provisions of the outline. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the City of Shawnee, its directors, officers, officials, agents, employees, volunteers, other participants, ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property incident to my involvement or participation in this program, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees or others, and assume full responsibility for my participation; and,

I hereby further agree that this Consent to Participate, Waiver and Hold Harmless Agreement shall be construed in accordance solely with the laws of the State of Kansas and if any part, term or provision of this release is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

The parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF SHAWNEE, KANSAS**

By: \_\_\_\_\_  
City of Shawnee, Volunteer Coordinator

**BY EXECUTING THIS AGREEMENT, THE VOLUNTEER ACKNOWLEDGES THE POSSIBLE DANGERS ASSOCIATED WITH THE PICK-UP AND ASSUMES THE RISK OF THE HAZARDS POSED BY THE NATURE OF THE PICK-UP ACTIVITIES IN OR NEAR THE STREET AREA.**

**VOLUNTEER**

By: \_\_\_\_\_