



Town of Marion
Two Spring Street
Marion, Massachusetts 02738

TOWN OF MARION VOLUNTEER
WAIVER AND RELEASE OF LIABILITY

Please read this document thoroughly before completing and signing

The Town of Marion (the "Town") is pleased to offer you the opportunity to serve as a volunteer for the Town and undertake community service opportunities through _____. Participation as a volunteer can be a rewarding contribution to the Town, and will provide you with an opportunity to develop additional skills. However, you should be aware that serving as a volunteer for the Town may involve the use of tools and equipment as well as interaction with other volunteers and members of the public, and may expose you to harm, injury, or death, including exposure to contagions. The attached Release of Claims, Indemnity and Hold Harmless Agreement absolves the Town and its officials, employees, and volunteers from liability or responsibility for any harm or injuries you may suffer during or as a result of your community service activities. It also provides that Town will not be liable or responsible for harm to others resulting from your participation in these community service activities. Please consult with an attorney if you have any questions regarding this document.

Participant's Information:

Name: _____

Address: _____ Telephone: _____

Date of Birth: _____ Health Insurance: _____

Emergency Contact:

Name: _____

Telephone: _____

Town of Marion Volunteer
Release of Claims, Indemnity and Hold Harmless Agreement

I, _____, as Participant, hereby acknowledge that participation in the Town of Marion's (the "Town") community service activities is voluntary and may expose me or my property to risks resulting from the use of tools and equipment by myself and other volunteers or through contact with other volunteers or members of the public, and exposure to harm such as may be presented by the COVID-19 virus or other sources of contagion. I am aware and acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to be spread mainly from person-to-person contact. While the Town has put in place preventative measures in an effort to reduce the spread of COVID-19, I acknowledge that the Town cannot guarantee that I will not become infected with COVID-19, and I acknowledge that participation in community services activities may increase the risk of contracting COVID-19.

Therefore, in consideration of the opportunity to participate in the Town's community service activities, and for other good and valuable consideration hereby acknowledged, I agree to forever RELEASE the Town, its employees, agents, officers, and volunteers (the "Releasees"), from any and all claims, actions, rights of action and causes of action, damages, costs, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries to myself, including but not limited to exposure to and infection by the COVID-19 virus or other sources of contagion, or my death, or property damage, resulting from my participation in community service activities, which I or my heirs, successors, or assigns may have as the result of my participation in the community service activities.

I further acknowledge that participation in the Town's community service activities may expose others or their property to risks of harm, injury, or death resulting from the use of tools and equipment by myself and other volunteers, exposure to other volunteers or members of the public, and exposure to and infection by the COVID-19 virus. I therefore also promise to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including claims for damages, costs and attorneys' fees, by others or by me or my heirs, successors, or assigns arising from personal injuries to others or death or property damage resulting from my participation in the community service activities.

I hereby further covenant for myself, my heirs, successors and assigns not to sue said Releasees on account of any such claim, demand or liability arising from personal injury or death, including but not limited to exposure to and infection by the COVID-19 virus or other sources of contagion, or property damage.

I understand that during my participation in the community service activities photographs or video recordings including my likeness may be created, and I hereby authorize the Town to use, disclose, copyright, reproduce and/or publish the same in print and/or electronically, specifically for promotion matter, press, and/or future advertising, without further claim of rights therein or for compensation therefor.

I am fully aware that by signing this document I am releasing the above mentioned parties from liability that may arise as a result of intentional or negligent acts of those parties and am giving up certain substantial rights. Additionally, it is my intent to release the above mentioned parties from liability relating to any accident and resulting injuries and/or death that may occur while or as a result of participating in the Town's community service activities to the maximum extent permitted by law.

I agree that this Release of Claims, Indemnity Hold Harmless Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts and that, in the event any portion of this document

is deemed unlawful or unenforceable, said portion shall be severable and the balance of the terms shall continue in full legal force and effect.

Witness my hand and seal this _____ day of _____, 20__.

Name (Printed)

Signature

I, the undersigned, am the parent or legal guardian of the Participant. I hereby execute this Release of Claims, Indemnity Hold Harmless Agreement on the Participant's behalf. I understand that by executing this agreement on behalf of the Participant, I am binding the Participant and myself to the terms of this Release of Claims, Indemnity Hold Harmless Agreement.

Signature of Parent or Guardian
(if participant is a minor)

THIS FORM MAY NOT BE ALTERED

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