



# FORM

## City of Duluth VOLUNTARY WAIVER OF LIABILITY AND RELEASE

*(This document affects your legal rights. Read carefully before signing!)*

I wish to participate in this activity: \_\_\_\_\_ at \_\_\_\_\_  
(Position Title/Activity) (Describe Location)

Activity Date(s): \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_ Ongoing:  Yes  No

**I state and affirm that:**

1. My participation is voluntary and no one is requiring me to participate. I am not an employee of the City while participating in this Activity and understand and agree that I shall not be considered an employee of the City and shall not be entitled to payment for any services rendered, Workers' Compensation benefits, or any other benefit from the City.
2. I acknowledge the Activity is not an essential service provided by the City.
3. I understand and acknowledge that the Activity I am about to voluntarily engage in has certain inherent risks or dangers. I understand these risks or dangers, known or unknown, anticipated or unanticipated, may result in injury, illness, disease, death, or damage to myself or my property, or to other persons and their property.
4. In consideration of being allowed to participate in this Activity, I hereby personally assume all risks in connection with this Activity. I hereby agree to waive and hold harmless the City, its officials, employees, and agents from and against any and all claims, injuries, damages, and all causes of action of any nature arising out of my participation in the Activity, whether or not caused by the act, omission, negligence, or other fault of the City. I hereby acknowledge and further agree to indemnify the City, its officials, employees, and agents from and against any and all claims, injuries, damages, and all causes of action arising out of my malfeasance, willful neglect of duty, bad faith, reckless conduct, gross negligence, criminal conduct, or bad faith.
5. I hereby acknowledge and agree that this Waiver of Liability and Release is intended to be as broad and inclusive as permitted by the laws of the state of Minnesota. If any portion is held to be invalid, it is further agreed that the remainder shall continue in full legal force and effect.
6. I understand that entering into and signing this Liability Waiver affects my legal rights and that I am giving up or waiving certain legal rights. I hereby accept this and am signing this Liability Waiver of my own free will.
7. The terms of this Liability Waiver shall bind me, my family members, successors, heirs, and assigns.
8. My signature certifies that I have read this entire document, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representation, and agree to be bound by its terms.

\_\_\_\_\_  
Please Print Full Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact Name

\_\_\_\_\_  
Emergency Contact Phone #

*If participant is under 18 years of age or has a legal guardian, this release must be co-signed by a parent or guardian.*

Email me about upcoming volunteer opportunities

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

**Photo Release:** I grant the City of Duluth, its representatives, and employees the right to take, use, and publish photographs of me with or without my name for any lawful purpose. **Initial:** \_\_\_\_\_