

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Project: _____

Date: _____

Keep Polk County Beautiful, Inc. (hereinafter referred to as the "Project").

1. **Release and Waiver of Liability.** I understand and agree that by executing this agreement I am expressly assuming the risk of and releasing Keep Polk County Beautiful, Inc., a private non-profit organization, the Polk County Board of County Commissioners/ Staff, Polk County, Polk County Sheriff's Office and any sponsors of the Project, and their respective directors, officers, employees, agents, contractors or representatives (collectively, the "Released Parties") from all liability or responsibility whatsoever for any injury, death, or any other type of damages to me, my family, my heirs, my personal/legal representatives, or my assigns, however caused, that may occur as a result of my participation, including my travel to and from, the Project, including, but not limited to, injury, death or any other type of damages as a result of the negligence of any party, including the Released Parties, whether passive or active and regardless of the form of negligence. I assume full responsibility for the risk of bodily injury, death or property damage while participating, including traveling to and from, the Project, whether caused by the negligence of the Released Parties or otherwise and agree not to sue for any such cause.

2. **Indemnification.** I understand and agree that by executing this agreement that I am agreeing to defend, hold harmless, and indemnify, the Released Parties from and against all liability, losses, claims, damages, costs, attorney's fees and expenses of whatever kind and nature (the "Losses") that the Released Parties may incur due to my participation, including my travel to and from, the Project, including, but not limited to, Losses as a result of the negligence of any party, including the Released Parties, whether passive or active and regardless of the form of negligence.

3. **Execution by Minor and Parent or Legal Guardian.** In the event that any person participating in the Project is a minor, then this agreement must be signed by the minor and a parent or legal guardian of the minor. By signing this agreement, each parent or legal guardian gives permission for the minor to participate in the Project, warrants his or her authority to give such permission and further agrees, on behalf of himself or herself and on behalf of the minor, to the terms of this Agreement.

4. **Photographic Release.** By indicating yes in the photographic release column below, I agree that the Released Parties may use my likeness or photograph and name in any manner relating to my participation in the Project free of charge and without further notice or consultation.

In addition to the release and waiver of liability, I hereby give my permission for my student to participate in the above listed project/program. I understand that this activity involves travel to, from and during this event. I also understand that private drivers, which may include my child (pending my written permission below), a teacher, an administrator, volunteer, KPCB Staff/ Board Member, BoCC Staff/ Employee or the parent of another student participating in the activity, may be used to transport students to and from the activity. KPCB's insurance does not cover damages arising from, or related to, the operation of any private vehicle, failure to follow the directed driving route, or any personal negligence related to this activity. Any damages/harm resulting from a parent/guardian/or other designated driver (including student-drivers), arising from the operation of a motor vehicle in relation to the above listed activity, is hereby waived.

Please initial on the three spaces to the left of each statement below to acknowledge your acceptance of the following permissions.

_____ I give permission for my child to ride in a vehicle to and from the activity with another student.

_____ I give permission for my child to transport students to and from the activity.

_____ I give permission for my child to ride in a vehicle driven by a teacher, an administrator, a volunteer, KPCB Staff / Board Member, BoCC Staff / Employee or the parent of another student participating in the activity.

I also understand that I have the ability to refuse to sign this Form. In addition, that if I refuse to sign, my child will not be permitted to ride with anyone to the activity location and you will be required to provide individual transportation.

I confirm that I have carefully read this CONSENT AND RELEASE and agree to its terms knowingly and voluntarily. I also confirm that I am the parent or legal guardian of the child or I am a student 18 years or older.

Student's signature (Age)

Date

Signature of Student's Parent
or Legal Guardian (If Student is less than 18 years)

Date

Photo Release (Yes or No)

Email Address