



## **CITY OF TUKWILA**

12424 42<sup>nd</sup> Avenue South, Tukwila, WA 98168

## **Volunteer Program**

206-768-2822

**VOLUNTEER PARTICIPANT  
RELEASE, WAIVER OF LIABILITY  
AND ASSUMPTION OF RISK  
PLEASE READ CAREFULLY**

I understand that my participation in the City of Tukwila ("City") programs, operations, and/or maintenance is a voluntary activity, and that I am donating my time and my labor by my own free choice. I agree to perform the work described in the attached scope of volunteer work (the "Volunteer Activities") in a responsible manner. In consideration of being allowed to participate in the Volunteer Activities, I hereby freely, voluntarily, and without duress enter into this RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK ("Release") and agree to the following:

### **Conditions of Volunteer Work:**

- If I drive a vehicle to the site of the Volunteer Activities, or during the course of my volunteer work, my personal vehicle insurance provides coverage.
- I shall not appear for Volunteer Activities under the influence of alcohol or illegal drugs.
- I shall dress appropriately for weather and site conditions, with open-toed shoes not permitted and long-sleeve shirts and pants recommended in dense or thorny foliage.
- If no City personnel are present during the event, then I am to call 911 in the event of any emergency during the Volunteer Activities, and that any injuries incurred during the event shall be reported to the City within two working days of the injury;
- If I find anything hazardous or suspected to be hazardous during the Volunteer Activities, I shall not touch it, but shall flag the item for disposal by City personnel. I shall not pick up syringes, hypodermic needles, broken glass, or exceptionally large, heavy, or unyielding objects. These are to be flagged and City personnel notified to arrange for disposal;
- The City will include my hours of volunteer service in the State Labor and Industries medical coverage for volunteer workers.

### **Liability Release and Waiver:**

- I hereby ASSUME THE RISKS OF PROPERTY DAMAGE, INJURY, ILLNESS, OR DEATH in any way associated with my participation in Volunteer Activities. I agree to RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS the City, their officials, employees, representatives, volunteers, and agents, and the owners of any property on which the Volunteer Activities occur, for any and all rights and claims for damages, including attorney fees, I now, or may hereafter have, whether known or unknown, in law or in equity, and arising from or in any way connected with my participation in Volunteer Activities. I agree that the terms stated herein shall also serve as a WAIVER OF LIABILITY AND ASSUMPTION OF RISK for my heirs, estate, executor, administrator, assignees, and for all members of my family, and any minors or non participants who accompany me to the Volunteer Activities.
  - I hereby release and forever discharge the City, and the owners of any property on which the Volunteer Activities occur, from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer Activities.
  - I understand that the City, and the owners of any property on which the Volunteer Activities occur do not carry or maintain health, medical, or disability insurance coverage for participants in Volunteer Activities, and I must obtain and maintain my own medical or health insurance coverage for the Volunteer Activities. Nothing herein is intended to waive any rights a volunteer may have under the Washington Industrial Insurance Act.
  - I hereby expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Washington, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Washington. I agree 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 affect the remaining provisions of this Release which shall continue to be enforceable.

I acknowledge that I have carefully read this RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK and fully understand that I am waiving any right that I may now or hereafter have to bring a legal action to assert any claim against the City of Tukwila, or the owner of any property on which the Volunteer Activities occur, in connection with my participation in the Volunteer Activities.

**See page 2 for work party sign-in/out sheet.**

**PAGE 1 OF 2**

