

**CITY OF SANIBEL WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

In consideration for receiving permission to participate in volunteer work in and around the City of Sanibel, including but not limited to outdoor clean-up efforts and travel to, from, and between worksites (collectively “volunteer work”), I \_\_\_\_\_ hereby:

1. confirm I elect to voluntarily participate in the volunteer work, and to engage in such volunteer work knowing that certain risks of harm in hurricane-related clean-up efforts are or may be inherent to me and my property; and
2. VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, as a result of being engaged in such volunteer work; and
3. RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, INDEMNIFY AND HOLD HARMLESS the City of Sanibel, and any official, employee, representative, officer, agent, volunteer, insurer or successor or assign of the City of Sanibel, (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE RELEASEES or otherwise, while participating in such volunteer work or while in, on, or upon the premises where the volunteer work is being conducted; and
4. declare it is my express intent that this Agreement shall bind the members of my family and my heirs, personal representatives, executors, and assigns; and
5. further agree that this Agreement shall be construed in accordance with the laws of the State of Florida and that such Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily on my own free will; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Agreement for consideration and fully intending to be bound hereby.

Volunteer Signature \_\_\_\_\_ Date \_\_\_\_\_

Home Address \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

EMERGENCY CONTACT NAME/CELL NUMBER \_\_\_\_\_