

## VOLUNTEER RELEASE AND INDEMNIFICATION

In consideration of the City of Casper allowing \_\_\_\_\_ (full name of participant) to provide volunteer services for the City of Casper, I \_\_\_\_\_ (participant OR if under the age of 18, parent/legal guardian of participant) now residing at \_\_\_\_\_ (City, State/Zip), agree to the following terms and conditions of this Release and Indemnification (the "Agreement").

I know and understand the scope, nature and extent of the risks involved in providing volunteer services for the City of Casper, contemplated in this Agreement. Specifically, I understand that providing volunteer services for the City of Casper involves risk of property damage, injury, and/or death. I expressly and voluntarily assume all risk of death or personal injury to Participant, or damage to or loss of property while providing volunteer services and riding in a vehicle operated by a City of Casper Employee, which is the City of Casper's property (referred to as "Activities), including the risk of active or passive negligence by any Releasee as set forth below. I understand that by assuming this risk I may relinquish legal rights.

I exempt and release the City of Casper and its Council, Manager, officers, employees, agents, and subcontractors (the "Releasees") from any and all liability, responsibility, claims, demands, actions, or causes of action whatsoever arising out of Participant's injury or death, or damage or loss of property while upon any Releasees' premises or while participating in any of the activities. I specifically release and discharge Releasees for liability for any injury, death, damage or loss of property arising out of the negligence, active or passive, of any Releasee(s), or from some other cause while participating in the activities. I understand that I am giving up legal rights which I may otherwise have by entering into this Agreement.

I agree not to institute any suit, action, arbitration, or claim against any Releasee or arising out of any injury, death or damage or loss of property suffered while upon Releasees' premises or while participating in any of the activities.

It is my intent that this Agreement will be binding on my estate, executors, personal representatives, administrators, heirs, assigns, or other successors, and I instruct my executors, personal representatives, administrators, heirs, assigns, or other successors not to institute any suit or action, arbitration, or other action or claim arising out of Participant's death or injury, or damage or loss to property while upon any Releasees' premises or while participating in any of the activities.

I agree to defend, indemnify, and hold harmless any or all Releasees from any or all losses, claims, actions, or proceedings of every kind and character, including attorney's fees, costs and expenses incurred, which may be presented or initiated by any person or organization and which arise directly or indirectly from the activities.

I give to the City of Casper and its partners unlimited permission to use, publish, republish for purposes of advertising, public relations, trade, or any other lawful use, photographic or digital images and information about me and reproductions of my likeness (photographic or otherwise) with or without my name.

I have read this Agreement and understand its terms and conditions. I understand that I am giving up important legal rights by executing this Agreement and that if I institute any suit or other action or claim as a result of Participant's injury or death, or any property damage or loss arising out of the activities covered by this Agreement that this Agreement can and will be used against me and that waivers of this type have been upheld by courts in similar circumstances.

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

This Agreement and all rights, duties, and obligations related hereto shall be governed by the law of Wyoming and jurisdiction of any legal proceedings shall be Natrona County, Wyoming.

The terms of this Release and Indemnification are contractual and not a mere recital. The undersigned acknowledges by execution of this Release and Indemnification that he/she understands these provisions and freely and voluntarily enters into them.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

*Signature of Parent or Legal Guardian required if participant is under the age of 18.*

\_\_\_\_\_  
Signature of Parent or Legal Guardian of Participant

\_\_\_\_\_  
Print Name