



Form of Release



RELEASE OF LIABILITY AND COVENANT NOT TO SUE

(Please read carefully before signing)

This is a release of liability and waiver of certain legal rights

In consideration for being permitted to participate in **volunteer work as part of the City of Kalamazoo’s Adopt-A-Drain Program in the clearing and cleaning of grates on stormwater inlets and catch basins** and related activities (the “Activities”), I agree to the following Release of Liability and Covenant Not to Sue (the “Release”):

1. Acknowledgment and Assumption of Risks. I understand that the Activities are inherently dangerous and involve significant risks of personal injury, death, and property damage. I hereby assume and accept responsibility for all risks of personal injury, death, and property damage which might be associated with my participation in the Activities whether known or unknown and whether attributable to my actions or inactions or the actions or inactions (including negligence) of anyone else.

2. Release of Liability and Covenant not to Sue. I hereby release and discharge the CITY of Kalamazoo, Michigan and its commissioners, officers, volunteers, members, employees, and agents (the “Released Parties”) from any and all responsibility, liability, claims, damages, costs, attorneys’ fees, expenses, and from any and all causes of action either known or unknown, relating to or arising out of my participation in the Activities. Further, I hereby covenant not to sue or assert any claim of any nature against the Released Parties relating to or arising out of my participation in the Activities.

3. Indemnity. I agree to pay the Released Parties for any and all claims, costs, expenses, or liability (including attorneys' fees), attributable to personal injury or death, or to damage or destruction of property relating to or arising out of my participation in the Activities. I attest I have health insurance. If I am signing this Release on behalf of a minor, I agree to pay the Released Parties for any and all claims, costs, expenses, or liability (including attorneys' fees), attributable to personal injury or death, or to damage or destruction of property relating to or arising out of the participation in the Activities by the minor on whose behalf I am signing this Release.

4. Representations. I represent that: (i) I am 18 years old or older; (ii) I know of no reason, medical or otherwise, which would prevent me from participating in the Activities; (iii) I understand and agree that this Release is binding upon me, and my heirs and assigns; and (iv) if I am signing this Release on behalf of a minor, I represent that I have full legal authority to do so and realize the binding effect of this Release on them, as well as on myself.

5. Consent to Medical Treatment. If I, or the minor on whose behalf I am signing this Release, is injured or becomes ill, I consent to and authorize the provision of emergency first aid or medical treatment.

I, THE UNDERSIGNED, HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND COVENANT NOT TO SUE, I FULLY UNDERSTAND ITS TERMS AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name of Participant _____ Age of Participant _____

Signature _____ Date: _____

If Participant Is Under 18 Years Old:

Print Name of Parent or Guardian _____

Signature _____ Date: _____

Print Name of Participant _____ Age of Participant _____

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To send this signed form, press CONTROL and click this email address:
DrainKeepers@kalamazoo.org