

City Neighborhood



Cleanup Initiative

Volunteer Release of Liability, Waiver of Claims & Hold Harmless

⚠ PLEASE READ CAREFULLY BEFORE SIGNING

This is a legally binding document. By signing this form, you are giving up certain legal rights, including the right to sue the City for injuries or damage arising from your participation in this cleanup event. If you do not understand any part of this document, please ask a staff member or consult an attorney before signing.

1. Volunteer Information

Full Legal Name: _____

Date of Birth: _____ **Phone:** _____

Address: _____

City, State, ZIP: _____

Neighborhood Association: _____

Date of Cleanup Event: _____ **Location:** _____

2. Assumption of Risk

I, the undersigned volunteer, acknowledge and understand that participation in the Neighborhood Cleanup Initiative (the "Event") involves physical activity and the use of tools and equipment that may pose risks of injury or harm, including but not limited to:

- Cuts, lacerations, or puncture wounds from tools such as rakes, shovels, loppers, and trash pickers
- Strains, sprains, or musculoskeletal injuries from lifting, bending, or prolonged physical activity
- Slips, trips, or falls on uneven terrain, wet surfaces, or debris
- Exposure to insects, plants, allergens, or environmental hazards are present at the cleanup site
- Injuries resulting from contact with waste materials or discarded items
- Heat-related illness, dehydration, or weather-related conditions

I voluntarily assume all risks associated with my participation in the Event, whether or not such risks are described above, and whether they result from the negligence of the City or any other cause.

3. Release of Liability & Waiver of Claims

In consideration of being permitted to participate in the Event and use equipment provided by the City of Elkhart, Indiana (the "City"), I hereby release, discharge, and hold harmless the following parties from any and all claims, demands, losses, damages, costs, or liabilities arising out of or related to my participation in the Event:

- The City of Elkhart, Indiana
- The Mayor's Office and 311
- The Building and Grounds Department
- The Elkhart Environmental Center
- All elected officials, department heads, employees, agents, volunteers, and representatives of the foregoing

This release applies to all claims, including those arising from the negligence of any released party to the fullest extent permitted by applicable Indiana law. I understand that the City is providing tools and equipment as a courtesy to support community cleanup efforts and makes no warranties, express or implied, regarding the condition or fitness of any equipment for a particular purpose.

4. Indemnification & Hold Harmless

I agree to indemnify and hold harmless the City and all released parties listed in Section 3 from and against any claims, suits, actions, damages, or expenses (including reasonable attorney's fees) brought by me or on my behalf arising from my participation in the Event, my use of any equipment, or my presence at the cleanup site.

5. Medical Authorization & Health Acknowledgment

I certify that I am physically capable of participating in outdoor cleanup activities, including the use of hand tools. I understand that the City does not provide medical personnel at cleanup events and that I am responsible for my own health and safety during the Event.

In the event of an emergency requiring medical attention, I authorize the City's staff to contact emergency services on my behalf. I acknowledge that I am responsible for any medical expenses incurred as a result of injury during the Event.

Emergency Contact Name:

Emergency Contact Phone:

Known medical conditions or allergies (optional):

6. Volunteer Acknowledgment & Signature

By signing below, I confirm that:

- I am 18 years of age or older.
- I have read this entire document, I understand its contents, and I am signing it freely and voluntarily.
- I understand that this is a release of liability and that I am giving up certain legal rights by signing.
- I agree to follow all safety instructions provided by staff and to use all equipment in a safe and responsible manner.
- I agree to immediately report any injury, unsafe condition, or prohibited item observed at the cleanup site to the Neighborhood Coordinator or City staff.

Volunteer Signature

Printed Name

Date: _____

Neighborhood Association: _____

7. Participation of Minors

Volunteers under the age of 18 ("Minors") may participate in the Event only with the written consent of a parent or legal guardian. The parent or legal guardian must complete the Parental Consent section below on behalf of the Minor and assume full responsibility for the Minor's participation, safety, and conduct during the Event.

PARENTAL / GUARDIAN CONSENT (complete only if volunteer is under 18)

Minor's Full Name: _____

Minor's Date of Birth: _____ **Relationship to Minor:** _____

Parent / Guardian Name: _____

Parent / Guardian Signature: _____

Date: _____ **Phone:** _____

I, the undersigned parent or legal guardian, consent to the participation of the above-named Minor in the Neighborhood Cleanup Initiative Event. I have read and agree to all terms of this Volunteer Release of Liability, Waiver of Claims & Hold Harmless on behalf of the Minor, and I accept full responsibility for the Minor's safety and conduct during the Event.

ACKNOWLEDGEMENT BY MINOR (complete only if volunteer is under 18)

By signing below, I confirm that:

- I am less than 18 years of age.
- My parent (or guardian) signed the consent of minor section above.
- I agree to follow all safety instructions provided by staff and to use all equipment in a safe and responsible manner.
- I agree to immediately report any injury, unsafe condition, or prohibited item observed at the cleanup site to the Neighborhood Coordinator or City staff.

Volunteer (Minor) Signature

Printed Name

Date: _____

Neighborhood Association: _____

FOR STAFF USE ONLY — Do not complete this section

Waiver received by: _____

Filed with Mayor's Office / 311: _____

Note to City Staff: Completed waivers must be collected from every adult volunteer prior to the start of the cleanup event and filed with the Mayor's Office in conjunction with 311 along with the Participation Agreement and Equipment Check-Out Form.