*You must read the entire waiver, and sign your name before submitting this form.

Circle Up Indy Volunteer Agreement

RELEASE AND WAIVER OF LIABILITY

Having the authority to do so, I, on behalf of the organization or Circle Up Indy in Partnership with Lowes Heroes Project, its representatives, heirs, executors, administrators, agents, and assigns, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE “Circle Up Indy and Lowes”, its Board of Directors, officers, employees, agents, volunteers, and any program participant (hereinafter referred to as “Volunteer”) for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Lowe’s Community Redevelopment Heroes Project, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE VOLUNTEER, OR OTHERWISE, WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE PROGRAM, OR ANY ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.

INDEMNITY

Having the authority to do so, I, on behalf of the organization or business, our representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releases from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Lowe’s Community Redevelopment Heroes Project, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

I, (please print name) ____________________________________________agree to volunteer and/or participate in activities/services related to Circle Up Indy In consideration of my volunteer efforts, my personal representatives, heirs and assigns, hereby agree to the following:

1. Voluntary Participation. My participation in Circle Up Indy volunteer events and activities is a voluntary act that I chose to do.

2. Assumption of Risk. I understand that my participation in Circle Up Indy volunteer events and activities may involve risk of injury, disability or death, which condition might result not only from my actions, but from the actions of others. I understand that Circle Up Indy makes no guarantees of my personal wellbeing or property’s safety. I am physically fit to carry out my participation in volunteer events and activities.

3. Waiver and Release. I release and discharge Circle Up Indy, its sponsors, employees, agents, representatives, successor or assigns from all claims for any liability, injury, loss, or damage in any way connected with my participation in Circle Up Indy. Volunteer events and activities; whether or not caused in whole or part by the negligence or any liability generating act of any kind or description by Circle Up Indy. I intend this Assumption, Waiver, Release and Consent shall apply and limit my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns who might pursue any legal action or claim for such liability, injury, loss or damage.
4. Consent to Medical Treatment. I agree and consent that Circle Up Indy may select, but has no obligation, responsibility or duty, to provide me appropriately trained or qualified medical care provider or health care person, emergency assistance, transportation, or medical services. This consent does not impose a duty or obligation of any type on Circle Up Indy or release(s) to provide such assistance, transportation or services.

In case of emergency, please notify:

Emergency Contact Name: ___________________________________________

Relationship to Participant: __________________________________________

Contact Phone: _____________________________________________________

List any allergies that he/she participant may have:

• __________________________________________
• __________________________________________
• __________________________________________

Note: Please list all Medications that you are currently taking:
____________________________________________________________________________

5. Applicable Law. This Assumption, Waiver, Release, and Consent shall be controlled and interpreted consistent with laws of the State of Indiana without consideration of the conflicts of laws of other jurisdictions.

ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes and renders null and void all prior agreements, arrangements or communications between the parties covering the same or similar subject matter, whether oral or written. The terms of this Agreement may not be altered or modified except by written agreement of all parties.

Participant Signature: ______________________________________________ Date_______________

Participant Printed Name: _________________________________________ Date:_______________

If under 18 years of age;

Note: Individuals under the age of 18 must be accompanied by an adult at least 21 years of age at all times for the October 23rd project execution.

Signature of parent/legal guardian: ______________________________ Date: _____________