RELEASE AND WAIVER OF LIABILITY
CITY OF TEMPE, ARIZONA
ADOPT-A-STREET PROGRAM

THIS RELEASE AND WAIVER OF LIABILITY (the “Release”) executed on this _____ day of
______________, 20____, by ______________________________________________________ (the “Volunteer”) in favor of City of
Tempe, Arizona, a Arizona municipal corporation (“Tempe”), its elected officials, officers, employees, and
agents.

IN CONSIDERATION OF THE VOLUNTEER BEING ABLE to serve as a volunteer for Tempe in any
activity which would include but not be limited to participation in Tempe’s Adopt-A-Street program, or any
other volunteer program created by Tempe for the maintenance, improvement, or work in or upon Tempe
facilities, or any other related Tempe activity, the undersigned Volunteer and/or guardian do hereby freely,
willfully, and without duress execute this Release and Waiver of Liability under the following terms:

1) WAIVER AND RELEASE: Volunteer and/or guardian does hereby release and forever discharge and
hold harmless Tempe, its elected officials, officers, employees, and agents and their successors and assigns
from any and all liability and claims, demands, rights of action, or actions, of whatever kind of natu

2) MEDICAL TREATMENT: Volunteer and/or guardian does hereby further release and forever discharge
Tempe and its elected officials, officers, employees, and agents from any claim whatsoever which arises or
may hereafter arise on account of any first aid, treatment, or service rendered in connection with the
Volunteer’s activities with Tempe. Volunteer and/or guardian understands and acknowledges that the execution of this Release discharges and will discharge Tempe from any liability or claim that the Volunteer and/or guardian may have against Tempe with respect to any bodily injuries, personal injuries, illnesses, death, or property damage which may result from Volunteer activities with Tempe. Volunteer and/or guardian further understand that Tempe assumes no responsibility for and is not obligated in any way to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death or damage. Volunteer and/or guardian agree to hold harmless and indemnify Tempe from any legal matter, lawsuit, or litigation arising from this volunteer relationship.

3) ASSUMPTION OF THE RISK: Volunteer and/or guardian recognizes and understands that the activities
with Tempe shall include, but is not limited to, inherently hazardous activities such as working in an
potentially dangerous environment, pulling weeds, picking up trash and debris along public paths, roads and
streets, dealing with graffiti and damaged property, loading and unloading, and transportation to and from the
volunteer work sites. Volunteer and/or guardian hereby expressly and specifically assumes the risk of injury
or harm in these situations and releases and discharges Tempe from and waives any and all liability for any
injury, illness, death, or property damage resulting from the activities of the Volunteer with Tempe.

4) INSURANCE: All volunteers are expected and encouraged to arrive with their own health insurance plans
in effect.

5) OTHER: Volunteer and/or guardian expressly agrees that this Release is intended to be as broad and
inclusive as permitted by the laws of the State of Arizona. Volunteer and/or guardian agrees that in the event
that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction,
the invalidity of such clause or provision shall not otherwise affect the remaining provisions hereof which shall
continue to be enforceable. Volunteer hereby grants and conveys to Tempe all right, title, and interest in any
and all photographic images and/or video or audio recordings made by Tempe during the Volunteer’s activities with Tempe, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Volunteer and/or guardian understand that Tempe is not agreeing to employ said Volunteer, and that no employer/employee relationship exists between the parties. Volunteer and/or guardian understand this is the complete and only agreement between the parties.

**IN WITNESS WHEREOF,** Volunteer has executed this Release as of the day and year first above written.

VOLUNTEER: ___________________________ WITNESS: __________________________
Date of Birth: ___________________________ Phone#: __________________________

If volunteer is a minor (under the age of 18), parent/guardian signature is required. If Volunteer is under the age of 18, reasonable supervision by an adult (person age 21 or over) is required.

GUARDIAN Phone #

__________________________________________

In case of emergency, contact ___________________________ Phone # - Day ___________________________
Address ___________________________ Phone # - Evening ___________________________
Relationship ___________________________

Family Physician ___________________________ Phone # ___________________________
Allergies (Medicine, Food, etc.) ___________________________