

CITY OF TUKWILA - FOSTER GOLF LINKS FRIENDS OF FOSTER GOLF LINKS VOLUNTEER PROGRAM



Youth under 18 must have this form filled out & signed by a parent or guardian. Minors under the age of 14 years must be accompanied by an adult. Minors without signed release forms will not be permitted to participate in any activities.

I understand that my participation in the City of Tukwila ("City") programs, operations, and/or maintenance is a voluntary activity, and that I am donating my time and my labor by my own free choice. I agree to perform the work described in the attached scope of volunteer work (the "volunteer activities") in a responsible manner. In consideration of being allowed to participate in the Friends of Foster Golf Links program, I hereby freely, voluntarily, and without duress enter into this RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK ("Release") and agree to the following:

In case of emergency, please contact:

Name:	_Relationship:
Home Phone:()	_Cell Phone:()

Conditions of Volunteer Work:

- If I drive a vehicle to the site of the Volunteer Activities, or during the course of my volunteer work, my personal vehicle insurance provides coverage.
- I shall not appear for Volunteer Activities under the influence of alcohol or illegal drugs or otherwise impaired.
- I shall dress appropriately for weather and site conditions.
- If no City personnel are present during the event, then I am to call 911 in the event of any emergency during the volunteer activities, and that any injuries incurred during the event shall be reported to the City immediately or within 48 hours of the injury;
- If I find anything hazardous or suspected to be hazardous during the volunteer activities, I shall not touch it, but shall flag the item for disposal by City personnel. I shall not pick up syringes, hypodermic needles, broken glass, or exceptionally large, heavy, or unyielding objects. These are to be flagged and City personnel are to be notified to arrange for disposal;
- The City will include my hours of volunteer service in the State Labor and Industries medical coverage for volunteer workers.
- The City may terminate this agreement at any time without cause, and that I am volunteering my services at will and may be asked to discontinue my volunteer service without prior notice or reason. Reasons for termination may include, but are not limited to: unsafe or uncooperative behavior or harassment of staff or volunteers.
- Any photographs or video recordings taken while performing volunteer services may be used for publicity purposes.

Liability Coverage:

I understand that the City is self-insured through Washington Cities Insurance Authority for liability coverage. Volunteers performing within the scope of their assigned duties as authorized by the City are afforded the same coverage as City employees under the City's liability coverage with WCIA. I am fully aware that a volunteer's intentional misconduct is not protected or covered by the City or WCIA.

Liability Release and Waiver:

- I hereby ASSUME THE RISKS OF PROPERTY DAMAGE, INJURY, ILLNESS, OR DEATH in any way associated with my participation in Volunteer Activities. I agree to RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS the City, their officials, employees, representatives, volunteers, and agents, and the owners of any property on which the Volunteer Activities occur, for any and all rights and claims for damages, including attorney fees, I now, or may hereafter have, whether known or unknown, in law or in equity, and arising from or in any way connected with my participation in Volunteer Activities. I agree that the terms stated herein shall also serve as a WAIVER OF LIABILITY AND ASSUMPTION OF RISK for my heirs, estate, executor, administrator, assignees, and for all members of my family, and any minors or non-participants who accompany me to the Volunteer Activities.
- I hereby release and forever discharge the City, and the owners of any property on which the Volunteer Activities occur, 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 Activities.
- I understand that the City, and the owners of any property on which the Volunteer Activities occur do not carry or maintain health, medical, or disability insurance coverage for participants in Volunteer Activities, and I must obtain and maintain my own medical or health insurance coverage for the Volunteer Activities. Nothing herein is intended to waive any rights a volunteer may have under the Washington Industrial Insurance Act.

I hereby expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Washington, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Washington. I agree 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 of this Release which shall continue to be enforceable.

I am at least 18 years of age, acknowledge that I have carefully read this RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK, and fully understand that I am waiving any right that I may now or hereafter have to bring a legal action to assert any claim against the City of Tukwila, or the owner of any property on which the Volunteer Activities occur, in connection with my participation in the Volunteer Activities.

Print Full Name: _____

Signature: _____

Date: _____

Youth Waiver

ASSUMPTION OF RISK AND RELEASE OF LIABILITY – PLEASE READ CAREFULLY

As the parent or guardian of the minor identified above ("My Child"), and in consideration of My Child's opportunity to serve as a City of Tukwila volunteer ("the Service"), I hereby agree to ASSUME THE RISKS OF PROPERTY DAMAGE, INJURY, ILLNESS, OR DEATH in any way associated with My Child's participation in the Friends of Foster Golf Links program. I agree to RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS the City of Tukwila, its officials, employees, agents, and volunteers from any and all rights and claims for damages, including attorney fees, whether known or unknown, foreseen or unforeseen, and arising from or in any way connected with My Child's participation in, or transportation to or from, any activity, work, or work site in any way related to the Friends of Foster Golf Links program. Labor and Industries does not cover those under the age of 14. Therefore, if your child is under the age of 14 and is injured while volunteering, the City of Tukwila will NOT provide insurance coverage, and, if applicable, your own personal medical insurance may apply.

MEDICAL CARE AUTHORIZATION

I will attest that My Child named below is in good health on the dates he/she is volunteering. In case of medical emergency, after every reasonable effort has been made to contact the above-named emergency contact, I hereby give my permission to the physician or emergency responders secured by the adult in charge of the volunteer activities to secure treatment for and to hospitalize, order injection, anesthesia or surgery for My Child. In the event any such treatment is not covered by insurance applicable to the activities, I will pay the expenses incurred in such emergency treatment.

PARENT/GUARDIAN RESPONSIBILITY

I will take the responsibility to see that My Child is properly prepared for all activities, including: having the proper clothing and equipment and being in good health. I will inform the supervising adults of any particular physical, mental, social or other condition of My Child of which the supervisor should be aware. By signing this ASSUMPTION OF RISK AND WAIVER OF LIABILITY on behalf of My Child, I hereby acknowledge that I have read, understand and agree to the above conditions on my own behalf and on behalf of My Child.

Print Name of Parent/Guardian:_____

Parent/Guardian Signature:_____ Date:_____