



RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK

NOTE: This is a legally binding instrument that may affect your legal rights. If you have any questions or concerns about any aspect of this document, please seek competent legal advice before signing.

I have elected to participate in certain volunteer activities being conducted in the Town of Apex as part of Apex EarthFest (the "Event") on or about April 22, 2023. I assume full responsibility for any personal injury, illness, or any damage to my personal property that may occur, directly or indirectly, in connection with my work as a volunteer for the Event or as a community service participant volunteering for service to the Town of Apex. I acknowledge that I understand the types of activities that I will be engaging in as a volunteer for the Event and I am capable of participation in such activities. I realize and acknowledge that such activities may involve risk of loss, damage, injury, and even death, and I knowingly accept and assume all these risks and hazards incidental to, or associated with, the conduct of these activities for the Event.

To the maximum extent permitted by law, I hereby forever release, absolve, and hold harmless the Town of Apex, its employees, volunteers, agents, officers, officials (elected and appointed), insurers, attorneys, representatives, all in both their individual and official capacities, (collectively, the "Town"), from and against any and all threatened and actual claims, suits (at law or equity), demands, causes of action, rights of action, actions (judicial or administrative), judgments, damages, liability, losses (including, without limitation, loss of services or consortium), injuries, compensation, penalties, fines, assessments, violations, notices of violations, costs, fees and expenses (including, without limitation, reasonable attorneys' fees and expenses), and all other nominal, consequential or inconsequential damages (collectively, "Claims"), whether the same be known or unknown, anticipated or unanticipated, including but not limited to any Claims for personal injury or damage to any personal or real property, both on my behalf and on behalf of all of my dependents, parents, siblings, next-of-kin, heirs, personal representatives, executors, administrators, trustees, and assigns, arising out of or relating in any way (or alleged to arise out of or relate in any way) to my participation or involvement, or the participation or involvement of my minor child(ren), in volunteer work or community service for the Event. I understand that no liability insurance coverage is provided by the Town of Apex for my participation in volunteer activities. I further give permission for proper emergency care to be rendered to myself should I not be able to give such permission.

I acknowledge that Coronavirus Disease 2019 (COVID-19) is an extremely contagious virus that spreads easily through person-to-person contact. Federal authorities and the State of North Carolina recommend social distancing to prevent the spread of COVID-19. Contracting COVID-19 may lead to severe illness, personal injury, permanent disability, and death. Use of Town of Apex facilities or participation in volunteer programs could increase the risk of you or your child contracting COVID-19. The Town cannot guarantee that its facilities or program participants are completely free of airborne illnesses, including COVID-19. By signing this Release, Waiver, and Assumption of Risk ("Waiver") I understand that I am solely responsible for my health and safety, and acknowledge I am physically capable of participating in volunteer activities. I am aware of, and accept and assume the risks and dangers associated with COVID-19 that are possible in participating in this Event and may cease my participation or decline to participate at any time. I acknowledge that I will, at all times during my participation in volunteer activities, follow all federal, state, and local regulations, including all Executive Orders, associated with or related to COVID-19.

This Waiver shall be governed by the law of the State of North Carolina without regard to the conflict of law provisions thereof. The invalidity, illegality, or un-enforceability of any portion or provision of this Waiver shall in no way affect the validity, legality and/or enforceability of any other portion or provision of this Waiver. Any invalid, illegal or unenforceable provision of this Waiver shall be deemed severed from this Waiver, and the balance of the Waiver shall be construed and enforced the same as if the Waiver had not contained any portion or provision which was invalid, illegal or unenforceable.

I have read the foregoing and sign it of my own free will, being under no legal disability, threat, intimidation or undue influence. I further state and acknowledge that I have not been influenced to any extent whatsoever in agreeing to the terms of this Waiver by any representations or statements regarding any matters made by the Town, or by any person or persons representing or otherwise acting on behalf of the Town.

Name: _____ Participant is over the age of 18: **YES** **NO**
Address: _____
City/State/Zip Code: _____
Phone Number: _____ Email: _____
Signature (if over the age of 18): _____ Date: _____

(If the participant is under the age of 18 a parent or guardian must complete the section below)

Parent's Name: _____
Address: _____
City/State/Zip Code: _____
Phone Number: _____ Email: _____
Parent's Signature: _____ Date: _____