

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Participant's Printed Name: _____

WAIVER. In consideration of being permitted to participate as a volunteer in the City of Durham Trail Watch Program, I, for myself, my heirs, personal representatives or assigns do hereby release, waive, discharge, and covenant not to sue the City of Durham, its employees, officials, officers and agents from liability from any and all claims, including the negligence of the City of Durham, its employees, officials, officers and agents, resulting in personal injury, accidents or illnesses (including disability or death) and property damage or loss, which might arise either directly or indirectly from participation in the Trail Watch Program.

ASSUMPTION OF RISK. Participation in Trail Watch carries with it inherent dangers and risks. The specific risks will vary but at all times may include personal injury including serious and permanent injury, death, and destruction, damage or loss of property. I am aware of and appreciate such risks with full understanding of the possible consequences. I hereby knowingly and voluntarily assume all risks of any nature, whether foreseeable or not.

INDEMNIFICATION AND HOLD HARMLESS. I also agree to INDEMNIFY AND HOLD the City of Durham, its employees, officials, officers and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorneys' fees, as a result of my involvement in the Trail Watch Program, and to reimburse them for such expenses incurred.

NO EMPLOYEE/AGENT RELATIONSHIP. I understand and agree that participation in Trail Watch does not, nor should be construed to, create any type of employer/employee nor principal/agent relationship between the City of Durham and myself.

SEVERABILITY. The undersigned further expressly agrees that the foregoing waiver of liability, assumption of risks and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of North Carolina and that if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING. I have read this waiver of liability, assumption of risk, and indemnity agreement, and I understand its terms, also I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

Signature of Adult Participant

Date