



CITY OF KANSAS CITY, MISSOURI

Crosswalk Restoration Program

Release & Waiver

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“RELEASE”)

This form must be signed by each participant before the participant begins work with the Crosswalk Restoration Program. No person may participate without a completed form.

I wish to voluntarily participate in the Crosswalk Restoration Program (the “Program”) at the following location:

In consideration of being permitted to participate in any way in the Program, I, for myself, my personal representatives, administrators, estate, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I am over the age of 18 years, and understand the risks involved in participating in the Program and that I am qualified, in good health, and in proper physical condition to participate in the Program.
2. Fully understand that the Program will be conducted over public roads upon which the hazards may be encountered. I agree and warrant that if at any time I believe that conditions are to be unsafe, I will immediately discontinue further participation in the Program. I understand there are risks, including risks of serious bodily injury, and that I may encounter broken and discarded items such as glass bottles, sharp metal objects and other potentially serious hazards. I understand that by participating in the Program I expose myself to injury and these risks and dangers may be caused by my own actions, or inactions or by the actions or inactions of others participating in the Program, the condition in which the Program takes place, or the negligence of the City and that there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation in the Program.
3. Release, discharge, and agree not to sue the City of Kansas City, Missouri and any of its agencies, officials, officers, or employees from and against claims, damages, liability, losses, costs, and expenses, including reasonable attorneys’ fees, arising out of any negligent acts or omissions in connection with the performance on the Program, caused in whole or in part by me, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers or employees; and I further agree that if, despite this release, I, or anyone on my behalf, makes a claim against the City, I will indemnify, save, and hold harmless the City from any litigation expenses, attorney fees, loss, liability, damage, or cost the City may incur as the result of such claim.
4. Fully understand and agree that I am a volunteer, and my participation in the Program shall not in any way constitute or create an employer/employee relationship with the City and myself. The City shall not be responsible for, nor liable for nor shall the applicant be eligible to receive any compensation or benefits as a result of this Agreement. I shall not perform any work beyond the scope of the Program without proper authorization from the City.
5. Agree to adhere to all rules and regulations established for the Program, and to conduct myself in a safe and prudent manner while participating in the Program. I agree to use any safety equipment and follow safe work practices, and that I am not to appear for the program under the influence of any alcohol or illegal drugs, nor shall I consume any alcohol or illegal drugs while participating in the Program.
- 6.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS,

Signature: _____

Date:

Name: _____

Address: _____

City, State, Zip: _____

Email: _____

Home Phone: _____

Emergency Contact Name & Phone: _____