



Volunteer Date: \_\_\_\_\_

Group: \_\_\_\_\_

## VOLUNTEER WAIVER

**Thank you for volunteering with Buffalo Bayou Partnership (BBP) or one of its affiliates. We greatly appreciate your assistance and commitment to improving the community. Please read this form carefully and sign if you understand and agree to all of its contents.**

I hereby freely, voluntarily, and without duress execute this Release under the following terms:

**Release and Waiver:** I understand and expressly assume all the risks and dangers of the activities contemplated by this agreement, and I hereby release, waive, discharge, and covenant not to sue Buffalo Bayou Partnership and its affiliates (collectively, the "Releasees") from all liability, claims, demands, actions, or causes of action whatsoever arising out of any damages, loss, or injury to me or to my property while participating in any of the activities contemplated by this agreement. I also hereby release, waive, discharge and covenant not to sue the Releasees from any claims whatsoever on account of any first aid, treatment, or service rendered to me during my participation in the activities contemplated by this agreement. I hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorneys' fees that they may incur due to my participation in said activities.

**Assumption of the Risk:** I understand that the activities include work that may be hazardous to me, including, but not limited to: *mulching in designated areas; using a rake, hoe, shovel, machete, or pruning shears to assist in the clean-up and planting process; bagging litter along designated sites and/or collecting piles of trash, brush, and litter to be bagged; and transporting debris to a collection point.* I hereby expressly and specifically assume the risk of injury or harm in the activities and release BBP from all liability for injury, illness, death, or property damage resulting from the activities. I further represent and certify to said Buffalo Bayou Partnership, its officers, agents and assignees that I am physically able to do the various activities enumerated above without limitation and that I have no disabilities which might prevent me from doing the same.

**COVID 19 Agreement:** I attest that I am not experiencing any symptoms of illness such as a fever, cough, or shortness of breath. If I develop these symptoms, I agree that I will cancel my shift before arriving at the Buffalo Bayou Park. Prior to my shift, I have not traveled internationally in the past 21 days nor traveled to a highly impacted area within the United States in the past 14 days. I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19. I have not been diagnosed with COVID-19 and not yet cleared as noncontagious by state or local public health authorities. I am following recommended guidelines as much as possible - practicing social distancing by participating in group activities of fewer than 10, trying to maintain separation of six feet from others, wearing a mask or face covering, and otherwise limiting my exposure to the coronavirus

**Photographic Release:** I authorize Buffalo Bayou Partnership and its affiliates to record my participation in this program/event and to use in any manner and without restrictions, all materials produced pursuant to this release, including but not limited to any photograph or recorded image of either me or property belonging to me, any recording of my voice or statements made by me for any purpose, and any use of my name during the process of such recordings, in whole or in part, without inspection or further consent or approval by me or by my parent or guardian (if applicable) of the finished product or any use which may be made of it. I further agree that BBP may copyright, copy, modify, alter, duplicate, broadcast and/or distribute any or all such materials without limitation, through any means whatsoever.

I agree, for myself and my successors, that the above representations and agreements are contractually binding, and are not mere recitals. I agree that my failure or refusal to sign such agreements or releases shall in no way affect the validity of this agreement, nor revoke or cancel any of the terms of this agreement. I or any of my successors shall be liable for the expenses (including legal fees) incurred by the party or parties in defending against such claim or suit. This agreement shall not be modified orally.

I have carefully read this form and fully understand its contents. I am aware that this is a release of liability, a waiver of claims, an agreement not to sue, an indemnity, and a contract between myself and Buffalo Bayou Partnership and its affiliates and for the benefit of others described herein, I sign it of my own free will. By writing your name in the boxes below, you confirm that you have read and agree to the volunteer policies and volunteer waiver on Buffalo Bayou Partnership's website.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Emergency Contact:** Name \_\_\_\_\_

Relation \_\_\_\_\_ Phone \_\_\_\_\_

**For persons under age 18:** Name of Minor \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_