

CAUTION: READ BEFORE SIGNING

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned, on behalf of himself/herself, respective heirs, personal representatives, and assigns:

- A. Does hereby release, waive, discharge and covenant not to sue the Village of Mariemont and their respective officers, administrators, elected officials, agents, advisors, employees, affiliates, and representatives (collectively, the "Releasees") from any and all claims including, not by way of limitation, any claims arising from negligence of Releasee or any of them resulting in personal injury, accident or illness (including death) and/or property loss arising from or relating in any way to participation in volunteer activity within the Village of Mariemont. Said volunteer activity may include, but is not limited to, certain maintenance work and gardening work within the Village of Mariemont.
- B. The undersigned further acknowledges that participation in any volunteer activity and travel to and from the activity by car carries certain inherent risks. The within release is inclusive of all possible risks associated with such travel. The undersigned further acknowledges that his/her insurance company is aware of participation in said activity and is in agreement with same.
- C. Does agree to indemnify, hold harmless, and defend Releasee from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, and to reimburse Releasees for any such expense incurred in connection with or as a result of (1)(a) my participation in the volunteer activity or (b) travel associated with the activity or (2) efforts arising in connection with or as a result of any attempt by anyone, including, not by way of limitation, me or anyone claiming on my behalf, to avoid the terms of this Waiver of Liability, Assumption of Risk and Indemnity.

I further expressly agree that (1) this document and/or any action or claim relating to this document and/or the activity shall be governed by the laws of the State of Ohio without regard to the laws of conflict of law thereof; (2) any action or claim relating to this document and/or the activity shall be initiated and maintained in municipal or state court in Hamilton County, Ohio or in United States District Court for the Southern District of Ohio; and (3) the foregoing Waiver, Assumption of Risk and Indemnity is intended to be as broad and as inclusive as is permitted by the laws of the State of Ohio and that if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full force and effect. I have read this Waiver of Liability, Assumption of Risk and Indemnity, fully understand its terms, and understand that I am giving up substantial rights – including my right to sue. I know, understand and appreciate these and other risks that are inherent in the Activity. I expressly agree and assert that participation in the Activity is voluntary and I knowingly assume all such risks and elect to proceed with the participation despite all the risks. I acknowledge that I am signing this Waiver of Liability, Assumption of Risk and Indemnity freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent allowed by law.

I have read and consent and agree to the terms and provisions set forth in this Waiver of Liability, Assumption of Risk and Indemnity.

Participant

Date