

PARTICIPANT CONSENT, RELEASE, AND WAIVER OF LIABILITY

Read Carefully Before Signing

In consideration for my participation in Great American Cleanup events, offered by Keep Alachua County Beautiful, Inc. (KACB), located at 211 SW 4th Ave., Suite 1, Gainesville, FL 32601, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE KACB, and their respective employees, agents, representatives, officers, board members, members and volunteers ("RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while participating in Activity or while in, on or upon the premises where Activity is being conducted, in Alachua County, FL.

Identification of Risk

I hereby acknowledge the following: (1) Activity involves and poses risk, inherent or otherwise, that cannot be entirely eliminated that may jeopardize my safety, health, and well-being; (2) I am aware that Activity involves physical exertion; (3) I understand that the dangers and risks of participation in Activity may include minor to serious injuries before, during, and after participation in Activity, physical, mental, or emotional injury or disability, or illness; and (4) I am aware that participating in Activity will involve risks for injuries which may include, but are not limited to, cuts, scrapes, insect bites, serious physical harm, serious injury to bones, muscles, joints, and other aspects of the musculoskeletal system, and serious injury or impairment to other aspects of my body, including death.

Acknowledgement of Risk

I am fully aware of the risks and potential hazards connected with participating in Activity, including but not limited to, the risk of personal injury from accidents or illness, and I hereby elect to voluntarily participate in Activity and engage in such knowing that Activity may be hazardous to my person. I acknowledge and agree that participation in Activity involves physical labor and I should consult with my medical professional before participating in such activity. I attest that I am physically fit to participate in Activity. I understand my participation is not required and completely voluntary. I understand that I am responsible for providing the materials required for Activity, including but not limited to water, food, sunscreen, bug repellent, and appropriate clothing. Closed-toe shoes are required. Additionally, I agree to follow any and all rules and safety precautions communicated by Activity leader and/or those otherwise applicable to Activity. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, that may be sustained by me, as a result of my participation in Activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

Great American Cleanup events may include gardening/landscaping, general cleaning, litter pickup, the removal of invasive plants, painting, recycling, and the removal or painting over of graffiti.

Waiver of Liability

I AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that I may incur due to my participation in Activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise. It is my express intent that this Participant Consent, Release and Waiver of Liability shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Participant Consent, Release and Waiver of Liability shall be construed in accordance with the laws of the state of Florida. IN SIGNING THIS PARTICIPANT RELEASE, CONSENT AND WAIVER OF LIABILITY, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent, and I execute this Participant Consent, Release and Waiver of Liability for full, adequate and complete consideration, fully intending to be bound by same.

Media Release

I give permission to KACB and media representatives to interview me and/or use my likeness in photograph(s)/video in any and all of its publications and in any and all other media, whether known or hereafter existing controlled by these entities, in perpetuity, and for other use by KACB. I will make no monetary or other claim against these entities for use of the interview and or the photograph(s)/video.

I have read the Waiver of Liability and Media Release and, by listing myself as a volunteer participant on the Volunteer Summary Sheet, agree to the terms.