



CITY OF COVINGTON PARKS & RECREATION

WAIVER AND RELEASE OF LIABILITY

This is a release of liability and waiver of certain legal rights.

I, _____, am over the age of eighteen (18), of sound mind and body, and under no undue influence, and I hereby acknowledge and agree to the following Waiver and Release:

1. I expressly acknowledge that volunteering my time making repairs, improvements, and/or regular maintenance to playground equipment and the surrounding park area (hereinafter also referred to as “the activity”) have inherent risks, hazards, and dangers that cannot be eliminated in an outdoor environment. I further acknowledge that the area where I am volunteering my time and work has not been inspected by the City of Covington or its employees or agents for potential hazards, seen or unseen, to which I may be exposed.

2. I understand that these risks, hazards and dangers include, **but are not limited to:**

- a. Inclement weather and forces of nature;
- b. Injuries that may be associated with or caused by walking and working in uneven terrain;
- c. Exposure to plants, trees and branches, animals, and insects;
- d. Use of tools, materials, equipment and other construction and/or maintenance activities;
- e. Traveling by automobile to and from the site(s);

3. I understand that these activities require good health and physical condition. To the best of my knowledge, I am in good health and sufficient physical condition to engage in these activities safely.

4. I understand that the use of tools and other construction equipment pose an inherit danger and require knowledge and understanding to be used properly and safely.

- a. Any tools or other construction equipment will not be provided by or inspected by the City of Covington, its employees or agents. Instead, any such items used in the activity will be provided by the Volunteer.
- b. I have a good faith belief that I have the knowledge and understanding of any tools or construction equipment that I may provide and use in the activity. I further acknowledge to take all safety precautions when using tools and other equipment to mitigate any risk posed to me or others.

5. I understand that my participation in making repairs, improvements, and /or regular maintenance to playground equipment and the surrounding park area is purely voluntary.

I acknowledge that any work or services I provide to the City of Covington, its employees, agents, or properties is voluntary, and I will not be compensated.

6. I understand that before engaging in any of the activities described herein, I must first discuss the proposed activity with Molly Glass, Director of Parks and Recreation, so that she is aware and approves the proposed activity. I further understand that Director Glass has the authority to deny certain projects or work, or require certain projects or work be completed with certain specifications. I agree to seek the approval of Director Glass before any activity, project or work is performed, and to further follow her direction on the activity, project or work to be completed.

7. I understand and expressly acknowledge that before any other individuals may volunteer their time, tools, or equipment for any activity described herein they are first required to individually review, understand and sign this waiver.

8. Therefore, I, _____, agree to hold harmless the City of Covington, Tennessee, its directors, officers, elected officials, employees, Departments, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event from all liability related to or arising from my participation in that volunteering my time making repairs, improvements, and/or regular maintenance to playground equipment and the surrounding park area.

9. I further release the City of Covington, Tennessee its directors, officers, elected officials, employees, Departments, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event from any and all liability related to or arising from my participation in that volunteering my time making repairs, improvements, and/or regular maintenance to playground equipment and the surrounding park area.

10. I understand this means I waive the right to bring any claim or lawsuit in any court or administrative proceeding under any theory of law based on or arising from this activity. This release and waiver includes claims of personal injury or property damage based on any allegations negligence by the City or its employees, agents, Departments and related entities. I voluntarily assume all risks that are or may be posed to me of property damage, personal injury, or death.

11. This release shall be interpreted under the laws of the State of Tennessee.

**I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AND AGREE TO
BE BOUND BY ITS TERMS.**

PARTICIPANT SIGNATURE

DATE

Print Name