

Volunteer General Release of Liability Form (“Release”) For Minor

I hereby give consent for my minor child or ward (hereinafter, “my child”), _____, to volunteer in one or more programs hosted by the County of Volusia, including the following activity or activities:

_____ (collectively, “Activity”).

I understand that the County of Volusia is affording my child the opportunity to take part in the Activity so my child may enjoy recreational and/or educational opportunities at nominal or no cost, and that, given the liabilities, hazards, and risks inherent to typical indoor and outdoor activities such as the Activity, it would not be economically feasible or sustainable for the County of Volusia to offer such opportunities absent the execution of this Release. In consideration for the opportunity to allow my Child to take part in the Activity and other valuable consideration, I, on behalf of my Child, acknowledge and agree to the following:

1. I understand that even if the County of Volusia or its including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County of Volusia has agreed by contract to provide additional insured status (collectively, “County”) uses reasonable care in providing the Activity, the Activity has inherent risks which could lead to sickness, injury to or death of participants (including, but not limited to cuts, bruising, scrapes, sprains, broken bones, other physical injuries; potentially harmful encounters with flora and fauna; actions of other participants in the Activity; and contraction of infectious diseases or illnesses, such as the novel coronavirus, COVID-19), and that those inherent risks cannot be entirely avoided or eliminated.

2. I agree my child’s voluntary participation in County of Volusia’s Activity is entirely voluntary and does not entitle my child or me to any compensation or fringe benefits.

3. I agree my child must follow instructions, be courteous and cooperative with citizens, fellow volunteers, and employees, and must adhere to all safety guidelines and rules required by the County of Volusia.

4. I agree my child must be reliable, arrive on time, and provide notice when departing. I agree if my child is unable to fulfill the volunteer duties, that we will provide reasonable notice to the County, preferably a minimum of 8 hours.

5. I agree to immediately notify the County if my child is injured or if any County equipment is damaged while my child is performing the volunteer Activity.

6. I hereby give consent and authority to the County of Volusia to obtain medical treatment for my child if my child is injured or require medical attention during participation in the volunteer Activity.

7. I agree to immediately notify the County if my child is injured or if any County

equipment is damaged while my child is performing the volunteer Activity.

8. Regarding any third-party claim, I agree to indemnify, defend, and hold harmless the County of Volusia from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my child's wanton or willful misconduct or as a result of my child's actions occurring outside the scope of my child's participation in the volunteer Activity.

9. I understand and agree that during the volunteer Activity, my child may be photographed and/or videotaped by the County of Volusia for internal and/or promotional use. I hereby grant and convey to the County of Volusia all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the County of Volusia's use of my child's name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

10. I understand that I have the right to not sign this form, but that my child will not be allowed to participate in an Activity until this form is executed by me. I also understand that the authorization and releases granted herein are voluntary and that I may revoke any or all of them at any time by revoking them in writing to the following address: _____.

I also understand my child can be released from volunteer services at any time, for any reason, or for no reason at all without notice.

11. I agree the provisions of this Release are severable, and, if any provision hereof is determined to be illegal or unenforceable, the remaining provisions and any partially enforceable provisions shall nevertheless remain in full force and effect.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE COUNTY USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE COUNTY HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Parent/Guardian Signature

Date

Print Name of Parent/Guardian

Date