

**WAIVER, RELEASE, AND COVENANT NOT TO SUE  
RELATING TO PARTICIPATION IN VOLUNTEER ACTIVITY**

Name of Participant: \_\_\_\_\_

I (or, where applicable, my minor child or ward) request to be permitted to participate in the Mountain Way area voluntary clean-up, landscaping, and park development project being held in the area of Mountain Way in Atlanta, Georgia, and any activities incidental or related thereto (the "Activity"). I realize that this Waiver, Release, and Covenant Not to Sue applies to the Activity on October 22, 2011 and any subsequent dates where I (or, where applicable, my minor child or ward) participate in the Activity.

I (or, where applicable, my minor child or ward) further agree to the following:

1. I understand that I (or, where applicable, my minor child or ward) will be solely responsible for the actions, conduct, and safety of myself (or, where applicable, my minor child or ward) during the Activity, including following all rules, regulations, and instructions.
2. I understand that there are certain risks inherent in participation in the Activity.
3. I understand that my participation (or, where applicable, my minor child's or ward's participation) in the Activity is entirely voluntary.
4. In consideration for and as a condition to the participation in the Activity, I, for myself and on behalf of my personal representatives, executors, heirs, and next of kin (and, where applicable, my minor child or ward and his or her personal representatives, executors, heirs, and next of kin) hereby:
  - a. expressly, knowingly, and voluntarily assume the risk of injury, illness, or other harm due to any act, event, or omission, including but not limited to any acts or omissions by the North Buckhead Civic Association, Inc. and its respective employees, officers, directors, members, agents, volunteers and affiliates arising from or in any manner related to my participation (or, where applicable, my minor child's or ward's participation) in the Activity; and
  - b. release, discharge, covenant not to sue, and absolve the North Buckhead Civic Association, Inc. and its respective employees, officers, directors, members, agents, volunteers and affiliates from and against any and all injuries, damages, claims, actions, rights, causes of action, demands or otherwise, whether for personal injuries, property damage, or any other loss, damages or expenses by or on behalf of myself (and, where applicable, my minor child or ward) which I have or may have (and, where applicable, that my minor child or ward has or may have or that I as the parent or guardian have or may have for, by, or through them) including those arising from the partial or sole negligence of the North Buckhead Civic Association, Inc. and its respective employees, officers,

directors, members, agents, volunteers and affiliates, arising from or in any manner related to my participation (or, where applicable, my minor child's or ward's participation) in the Activity.

5. If signing on behalf of a minor child or ward, I understand that I am waiving and releasing any right of the minor child or ward and any right that any parent or guardian might have to sue or make claim against the North Buckhead Civic Association, Inc. and its respective employees, officers, directors, members, agents, volunteers and affiliates for any act or omission, event or injury the minor child or ward might sustain during the course of or arising out of the Activity.
6. I agree that if any court of competent jurisdiction shall declare any provisions of this agreement to be unenforceable in any respect, such unenforceability shall not affect any other provision of this agreement, and this agreement shall be construed as if such unenforceable provision or provisions had never been contained herein.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT INCLUDES A WAIVER OF LIABILITY AND RELEASE, AN ASSUMPTION OF RISK, AND AN AGREEMENT NOT TO SUE, AND I SIGN IT OF MY OWN FREE WILL.**

Date: \_\_\_\_\_, 20\_\_

Print name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

If Participant is a minor:

Signatures of Parents or Guardians: \_\_\_\_\_

\_\_\_\_\_

Print names of Parents or Guardians: \_\_\_\_\_

\_\_\_\_\_