

**American Public Works Association  
Volunteer Agreement, Waiver and Release**

IN CONSIDERATION OF being provided the opportunity to volunteer and/or participate in the American Public Works Association Kansas City Chapter (APWA) activities and events, I acknowledge and agree as follows. For purposes of this Waiver and Release, volunteers and participants shall be referred to as "Participants"; volunteering and participation shall be referred to as "Participation" and the activities and events of the Chapter shall be referred to as "Activities":

1. There is risk of injury from Participating in Activities, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of injury does exist and I **KNOWINGLY APPRECIATE, UNDERSTAND AND ASSUME ALL SUCH RISKS; BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF APWA OR OTHERS** and I hereby assume full responsibility for my Participation and for any damage arising out of Participation; and
2. I expressly relieve the APWA from any duty of care, which is or may be owed to me as a result of Participation; and
3. I willingly agree to comply with the stated and customary terms and conditions for Participation, including without limitation those set forth on the attached **Rules Attachment**. If I observe any unusual significant hazard during my presence or Participation, I will remove myself from Participation and bring such to the attention of the nearest official immediately; and
4. In addition to the above, I understand and agree to the following precautions in relation to the COVID-19 pandemic:
  - a. To refrain from Participating and to notify the person in charge of the Activity, if at the time of or within 14 days after the Activity: (a) I am experiencing any symptoms of illness such as a fever, cough, or shortness of breath; (b) I have traveled internationally in the past 14 days; (c) I have traveled to a highly impacted area within the United States in the past 14 days; (d) I believe that I have been exposed to a person with a confirmed or suspected case of COVID-19; and (e) I have been diagnosed with COVID-19 and not yet cleared as noncontagious by my healthcare provider, and/or state or local public health authorities.
  - b. To follow APWA, CDC and other recommended guidelines, including but not limited to guidelines from state and local authorities, while engaging in Activities, including, without limitation, requirements set forth on the attached Rules Attachment, e.g., practicing social distancing, trying to maintain separation of six feet from others to the extent possible, wearing a mask, frequent hand washing/sanitizing and otherwise limiting my exposure to the coronavirus and Covid 19.

I FURTHER ACKNOWLEDGE THAT I UNDERSTAND THE EXTREMELY CONTAGIOUS NATURE OF THE CORONAVIRUS AND COVID-19 AND VOLUNTARILY ASSUME THE RISK THAT BY MY PARTICIPATION I MAY BE EXPOSED TO THE CORONAVIRUS AND OR INFECTED WITH COVID-19, AND THAT SUCH EXPOSURE OR INFECTION MAY INVOLVE THE RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. I UNDERSTAND THAT THE RISK OF BECOMING EXPOSED TO THE CORONAVIRUS OR INFECTED WITH COVID-19 MAY RESULT FROM THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF OTHERS, INCLUDING THE APWA, AND I HEREBY EXPRESSLY ASSUME ALL SUCH RISKS AND DANGERS WHETHER PRESENTLY KNOWN OR UNKNOWN.

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS** and agree to indemnify and defend the American Public Works Association, its officers, officials, agents, employees, directors, affiliates, partners, successors, predecessors, assigns, and any other person(s) acting on its behalf as well as all other Participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners or lessors of premises used to conduct the Activity, and their officers, officials, agents, employees, directors, affiliates, partners, successors, predecessors, assigns, and any other person acting on their behalf (Releasees), from and in respect of any and all injury, disability, death or loss or damage to personal property caused by participation in the Event, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**. I acknowledge that this release shall apply to any injury, illness, disability or death resulting from my Participation including, without limitation, resulting from exposure to the coronavirus or from becoming infected by COVID-19 during such Participation.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO ASSERT A CLAIM OF NEGLIGENCE AGAINST RELEASEES RELATING TO PARTICIPATION IN THE EVENT, BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Print Name of Participant

Signature of Participant

Date

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