RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I, _____, ("Participant"), acknowledge that I have voluntarily applied to participate in the "SERVE MERCER COUNTY" workday.

Release. In consideration for participation in the "SERVE MERCER COUNTY" workday, the undersigned hereby releases the organizers of the events, the owners of the property I will be working on and their heirs, personal representatives, servants, officers, current and former employees, representatives, agents, and insurance carriers from any and all liability, claims, demands, rights of action, or causes of action for injuries, losses, damages or death caused by or alleged to be caused by their **future negligence or fault** or their **alleged future negligence or fault** in connection in any way with any events that occur as a part of the "SERVE MERCER COUNTY" workday.

I understand and agree that if a claim is made against any of the parties mentioned above for injuries, damages, losses or death that results to me, my employees, agents, associates, or invitees, then I agree to indemnify and hold harmless the parties mentioned above for any damages and expenses including attorney fees that might result therefrom. This release and waiver of liability is to be binding on my heirs, executors, administrators and assigns.

Assumption of Risk. I AM AWARE THAT I MAY BE PARTICIPATING IN ACTIVITIES INVOLVING POWER TOOLS AND HEIGHTS AND THAT PARTICIPATING IN SUCH ACTIVITIES CAN BE HAZARDOUS INVOLVING INHERENT DANGERS THAT NO AMOUNT OF CARE, CAUTION OR EXPERTISE CAN ELIMINATE. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED AND HEREBY AGREE TO ASSUME ANY AND ALL RISKS, INCLUDING THOSE OF PHYSICAL, MENTAL OR EMOTIONAL INJURY, PROPERTY DAMAGE, OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____.

Knowing and Voluntary Execution. I have carefully read this release and fully understand its contents. I am aware that this is a release of liability and a legally binding contract and that I am releasing legal rights by signing it. I voluntarily sign my name evidencing my acceptance of all of the above provisions.

CAUTION: READ BEFORE SIGNING THIS IS A RELEASE

_____ _____ _____

Participant Signature Print Name Date

_____ _____ _____

Parent/guardian Print Name Date