

WAIVER AND RELEASE OF ALL CLAIMS

I _____, the Undersigned, a volunteer for Orange County, and the heirs, successors, and assigns of the Undersigned, in return for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby and for his or her successors and assigns, waive, release, acquit, and forever discharge ORANGE COUNTY, THEIR EMPLOYEES AND AGENTS of and from any and all claims, actions, causes of action, demands, rights, damages, claims for injuries (including death), costs, fees (including attorneys fees), expenses, and compensation whatsoever, which the Undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen damages and the consequences thereof resulting or to result from or relating to or to relate to (i) the volunteer service provided by the undersigned to Orange County, (ii) the acts or failures to act of the Undersigned, and/or (iii) the acts or failures to act of any third party where such acts or failures to act are related to or derived from the acts or failures to act of the Undersigned.

The Undersigned acknowledges receipt of the policies and procedures for volunteers, including the Orange County Volunteer Guidelines, Confidentially Acknowledgment, and the Park/Conservation Volunteer Steward Responsibilities. The Undersigned has read and agrees to comply with these documents.

The Undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Waiver and Release of All Claims contains the entire agreement between the parties hereto, and that the terms of this Waiver and Release of All Claims are contractual and not a mere recital. This Waiver and Release of All Claims shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

The Undersigned states that they competent to sign this Waiver and Release of All Claims and knows and understands the meaning thereof. By signing below the Undersigned agrees to limit his or her activities to follow the policies and procedures for volunteers as directed by the program leader and agrees to cease activities if so directed by the program leader. The Undersigned acknowledges the risks that may be associated with the type of work for which the Undersigned is volunteering. The Undersigned understands and agrees that his or her failure to comply with the terms of this Waiver and Release of all Claims and/or the directions of the program leader shall constitute grounds for expulsion from serving as a volunteer with Orange County.

This Waiver and Release of All Claims shall be construed and interpreted in accordance with the laws of the State of North Carolina.

THE UNDERSIGNED HAS READ THE FOREGOING WAIVER AND RELEASE OF ALL CLAIMS AND FULLY UNDERSTANDS IT.

Signed this ____ day of _____, 20__.

CAUTION: READ BEFORE SIGNING

By: _____ (Seal)
Printed Name: _____