

Volunteer Release & Waiver of Liability

This is a Waiver and Release of Liability (“Release”) executed on this date _____ by _____ the “Volunteer” in favor of Onslow County, by and through Onslow County Solid Waste (OCSW).

Volunteer desires to work as a volunteer for OCSW and engage in the activities relating to being a volunteer. Volunteer understands the activities may include, but are not limited to, handling cash/change exchange, traffic control, general waste and litter clean-up, clean up after an Act of God event (natural disasters), handling or installing signage, lifting heavy materials, beautification projects, advertising and marketing, educational support, materials distribution, administrative and other duties and activities, as the need arises.

Volunteer hereby freely, voluntarily and without duress executes this Release under the terms below:

1. Release and Waiver

I accept and assume all such inherent dangers and risks of bodily injury, permanent disability, death, and/or property damage, even if caused, in whole or in part by/but not limited to, the negligence of the OCSW and all of their respective members, managers, staff, directors, affiliated organizations and entities, representatives, agents and employees (collectively the “OCSW Parties”). Recognizing the possibility of death and serious bodily injury associated with participating in the volunteer activities, I, on behalf of myself, my agents, personal representatives, heirs, successors, executors, administrators, and assigns hereby agree to waive, release, hold harmless and/or discharge the OCSW Parties from any and all claims, demands, damages, attorney fees and costs, losses, injuries, liabilities, obligations or expenses of any kind which are made or could be made by me, or on my behalf, in suits of law or equity, as a result of my participation in the volunteer activities, even though such claims may arise due to the negligence, carelessness or recklessness of such OCSW Parties.

This release and waiver of claims is binding on me, my heirs, executors, administrators, legal representatives, assigns and successors in interest. I understand that I am giving up my right to sue the OCSW Parties and giving up other valuable and substantial rights in exchange for being permitted to participate in the volunteer activities.

2. Assumption of Risk

Volunteer understands that the activities include tasks that may be hazardous to the Volunteer, including but not limited to: handling tools and yard maintenance materials; cleaning near and around heavy equipment or machinery; bending, lifting, carrying heavy materials; working near high traffic vehicle areas; driving to and from OCSW locations in their own personal vehicle; and other activities that would be involved in the clean-up, maintenance, or beautification of the Landfill and convenience sites. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the activities, and releases OCSW from all liability of injury, death, property damage, and loss resulting from these activities either directly or indirectly.

3. Photographic Release

The Volunteer does hereby grant and convey unto OCSW all rights, title, and interest in any and all photographic images, video, and audio recordings made by OCSW during the Volunteer’s activities with OCSW, including but not limited to any royalties, donations, proceeds, or other benefits derived from such photographs or recordings. The Volunteer further permits OCSW to publish said images, recordings, and videos, at will on the website and in other media for advertising and other use as OCSW deems appropriate.

4. Other

The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. The Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by an court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release which shall continue to be enforceable.

By signing below, the Volunteer has read, understood, and executed this Release as of the date first written above.

Volunteer

Name _____ Signature _____ Date _____

Parent/Guardian

Name _____ Signature _____ Date _____

Onslow County Solid Waste

Witness Name _____ Witness Signature _____

Date _____