

## Volunteer Waiver and Release of Liability

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1. By signing this Waiver and Release of Liability (Agreement), I waive and release Powell Gardens- Kansas City's Botanical Garden, its agents, servants, employees, insurers, director's, officers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility.

This waiver and release is intended to and does release Powell Gardens- Kansas City's Botanical Garden from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Powell Gardens- Kansas City's Botanical Garden's negligence. This is not intended to release Powell Gardens- Kansas City's Botanical Garden from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against Powell Gardens- Kansas City's Botanical Garden for any claim released by this Agreement. I further agree that should any claim be made against in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Powell Gardens- Kansas City's Botanical Garden for any such claim and expenses including attorney's fees and costs incurred by Powell Gardens- Kansas City's Botanical Garden in defending themselves or security indemnity hereunder.

2. I understand that Powell Gardens- Kansas City's Botanical Garden is not responsible for any lost, stolen, or damaged valuables or property.

3. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Powell Gardens- Kansas City's Botanical Garden for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Powell Gardens- Kansas City's Botanical Garden, will void and terminate this Agreement and may result in loss of the ability to use the facility.

I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Parental/Guardian's Consent for underage volunteers

If volunteer is under the age of 18, the signature of a parent or legal guardian is required.

Yes, I give permission for this child to volunteer at Powell Gardens- Kansas City's Botanical Garden and acknowledge the risks associated with volunteering.

\_\_\_\_\_  
Parent / Guardian Signature

\_\_\_\_\_  
Parent / Guardian Printed Name

I, (print name) \_\_\_\_\_, hereby grant permission to Powell Gardens- Kansas City's Botanical Gardens, to take and use: photographs and/or digital images of me for use in news releases and/or educational materials. These materials might include printed or electronic publications, websites, or other electronic communications. I further agree that my name and identity may be revealed in descriptive text or commentary in connect with the image(s). I authorize the use of images without compensation to me. All negatives, prints, digital reproductions shall be property of Powell Gardens- Kansas City's Botanical Gardens.

(Date)

\_\_\_\_\_

(Signature of Participant)

\_\_\_\_\_

(Signature of Guardian if Participant Is Under 18)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip Code)

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