

## VOLUNTEER AND/OR PARTICIPANT RELEASE AND WAIVER OF LIABILITY FORM

This Release and Waiver of Liability (the "release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_

**(Name Here)** hereby releases the following Persons and Entities Released and otherwise agrees as follows for the Event (Polkville Haunted House):

Persons and Entities Released: The Town of Polkville, the State of Mississippi, other Event volunteers, Event participants, MS Race Timing LLC, and any person and/or entities associated with this Event and related activities; all Event personnel and all affiliated Sponsors (the participating entities), officers/directors, employees, independent contractors, and all others, jointly, severally, and individually.

The Volunteer and/or Participant desires to provide services and engage in activities related to serving as a volunteer and/or Participant for Polkville Haunted House Event to be operated by the Town of Polkville. A private entity may or may not be affiliated with the persons and entities release. Inasmuch, the above named volunteer and/or Participant hereby agrees as follows:

1. WAIVER AND RELEASE: I, the Volunteer and/or Participant, release and forever discharge and hold harmless the above listed entities from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the services I provide. I understand and acknowledge that this Release discharges from any liability or claim that I may have with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I am providing for The Event. I certify that this form was completed prior to participating in the event.

2. INSURANCE: Further I understand that none of the above participating entities assumes any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of the participating entities.

3. MEDICAL TREATMENT: I hereby Release and forever discharge the participating entities from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer and/or Participant with the Event.

4. ASSUMPTION OF RISKS: I understand that the services I provide to the Event may include activities that may be hazardous to me including, but not limited to involving inherently dangerous activities. As a volunteer and/or Participant, I hereby expressly assume the risk of injury or harm from these activities and Release ALL participating entities from all liability for injury, illness, death, or property damage resulting from the services I provide as a volunteer and/or participant or occurring while I am a volunteer and/or Participant for/in The Event. In consideration the furnishing services in the form of a haunted house; I fully understand and acknowledge that; (a) risks exist in my participation of the Event (b) my participation in such activities may result in but are not limited to injuries such as sprains, breaks, bumps and bruises. I take responsibility in knowing my limitations; (c) these risks and dangers may be caused by the negligence of the officers/directors, participant, volunteers, employees and/or persons and entities associated of the Event; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities. I hereby assume all risks and dangers and all responsibility for any losses and/or

