

BEAUFORT COUNTY

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

This is a Waiver and Release. Please read it carefully before signing.

I, the undersigned, enter into this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (“Agreement”) for the benefit of Beaufort County and Released Parties, myself, my personal representatives, next of kin, heirs, successors, and assigns.

- I make this Agreement in consideration of the Released Parties providing me with the opportunity to participate as a volunteer in/at Beaufort County Passive Park properties.
- I understand that the activity may take place on a location or under conditions that may be dangerous and/or dangerous to me. I understand that I may be exposed to hazards which are inherent in nature including but not limited to: exposures to weather, insects, wildlife, tree limbs, noxious plants, etc.
- I KNOWINGLY AND FREELY ASSUME ALL RISKS, KNOWN AND UNKNOWN, EVEN IF THOSE RISKS ARISE FROM THE NEGLIGENCE OF THOSE PARTIES (SPECIFICALLY BEAUFORT COUNTY) WHO ARE RELEASED BELOW AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.
- My participation or child’s participation in this activity is completely voluntary and I have neither received nor expect to receive any compensation for my participation in it.
- I agree to read, listen to and follow all safety instructions and procedures that may be presented in conjunction and to use my best independent judgment based upon my physical and mental abilities at all times, and to immediately terminate participation in the activity immediately if I believe the activity becomes too strenuous, difficult or hazardous for me.
- I agree that the activity has been fully and adequately explained to me and that I am physically and mentally capable of participating in the activity without injuring myself in any manner.
- FOR MYSELF, AND ON BEHALF OF MY HEIRS, I HEREBY RELEASE AND HOLD HARMLESS BEAUFORT COUNTY, OTHER INDIVIDUAL VOLUNTEERS, PROJECT COORDINATORS, SPONSORS, SUPPLIERS, SUPPORTERS AND ALL PRIVATE AND PUBLIC LAND OWNERS ON WHOSE PROPERTY THE ACTIVITY MAY BE LOCATED (collectively “Released Parties”), including without limitation, the Released Parties’ employees, agents, personal representatives, heirs, successors and assigns FOR ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO MYSELF OR MY PROPERTY WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT.
- I agree to hold the Released Parties harmless, indemnify them, discharge them, covenant not to sue them, and reimburse them, for any liability, claims, sums, costs, or other expenses on my account that may be caused in whole or in part by my participation in the activity.
- I further agree that despite this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, if I, or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorneys’ fees, loss, liability, damage, or costs that any Released Party incurs as a result of such action.

- I intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law, and I further agree that if any portion of this Agreement is held invalid, then the balance of the Agreement shall continue in full force and effect.
- I acknowledge that the County will not provide me with Worker’s Compensation insurance coverage and I agree not to seek such coverage from the County.
- I understand that a photographer may be present to photograph the activity and that I may be photographed while participating in the activity. I agree that I will contact the photographer if I do not wish to be photographed.
- I hereby grant Beaufort County the irrevocable and unrestricted right to use and publish photographs of me, or in which I may be included. I hereby release Photographer and his/her legal representatives and assigns and Beaufort County from all claims and liability relating to any such photographs.
- I will adhere to the Code of Conduct outlined by the activity leader and will also make sure all family and friends that participate in the activity are aware of this as well. I will follow all rules and policies or understand I may be removed from a County park and/or facility and may not be able to return.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. NOTE: THIS RELEASE & WAIVER DOES NOT ALTER OR AFFECT ANY PROTECTIONS AFFORDED VOLUNTEERS BY ANY STATE OR FEDERAL LAWS. I AM AUTHORIZED TO AGREE TO THIS WAIVER FOR THE LISTED VOLUNTEERS/PARTICIPANT UNDER 18.

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*One form must be used for each adult (18+ years of age), or for one adult and their dependents (<18 years of age).