



Post Office Box 674  
Hollister, Missouri 65673



## Volunteer Accident Waiver and Release of Liability Form

I hereby assume all of the risks of participating and/or volunteering in this activity or event, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, organizers, their agents, employees, volunteers, representatives or insurers of the activity or event in which I am participating, and that it will govern my actions, responsibilities, claims, causes of action and remedies at said activity or event, now and in the future. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows:

(A) I waive, release and forever discharge from any and all liability: Hollister Area Chamber of Commerce, Grape and Fall Festival Committee, City of Hollister, County of Taney, their directors, officers, employees, members, volunteers, representatives, agents and insurers (hereinafter "Released Parties") including but not limited to, liability arising from the negligence or fault of the Released Parties, with the exception of intentional acts, for my death, disability, personal injury, property damage, property theft, loss of consortium or actions of any kind which may hereafter occur to me from the event or arising out of the event, including my traveling to and from this event.

(B) I indemnify, hold harmless and promise not to sue, make a claim or bring a cause of action against the Released Parties from any and all liabilities, damages or claims made or arising out of my participation in this activity or event. This includes my personal representatives, executors, administrators, heir, next of kin, successors or assigns.

I acknowledge that the Released Parties are not responsible for the negligence, errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Released Parties. I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, actions of other people including but not limited to, participants, volunteers, spectators, coaches, event officials, event monitors, and/or producers of the event.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY AND I FULLY UNDERSTAND ITS CONTENT. I UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY THAT WILL FOREVER BAR ANY CLAIM OR CAUSE OF ACTION ARISING FROM OR OUT OF THE EVENT AGAINST THE RELEASED PARTIES AND I SIGN IT OF MY OWN FREE ACT AND WILL.

*I accept all terms stated on this Accident Waiver and Release of Liability Form.*

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_