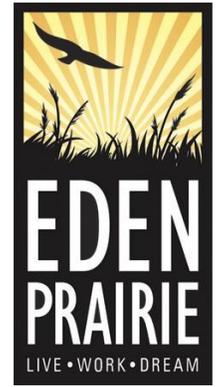


Volunteer Waiver



I, (Print Name) _____, HEREBY ACKNOWLEDGE that I voluntarily allow myself and/or my children to participate in the City of Eden Prairie Parks and Recreation department activity. I state and affirm that:

1. My participation in this Activity is voluntary. No one is forcing me to participate.
2. I AM AWARE THAT PARTICIPATION IN THIS ACTIVITY MAY BE HAZARDOUS, AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY RISKS OF DAMAGE TO MY PERSONAL PROPERTY OR PERSONAL INJURY OR DEATH.
3. I understand and acknowledge the Activity I am about to voluntarily engage in as a participant has certain risks, including but not limited to the risks inherent in working with power tools that contain sharp blades that are capable of cutting, severing and maiming my person and damage my personal property. I understand these risks known or unknown, anticipated or unanticipated may result in injury, death, illness, mental and emotional injury or trauma, disease or damage to myself or my property, or to other persons and their property.
4. In consideration of being allowed to participate in this Activity, I hereby personally assume all risks in connection with this Activity and I hereby release, hold harmless and discharge the City, its elected and appointed officials, employees, officers, agents, insurers and representatives (all collectively referred to as the “Released Parties”) from all claims, demands, actions, administrative proceedings, judgments and executions (hereinafter “Claims”) which I ever had, or now have, or may have , or which my heirs, executors, administrators or assigns may have or claim to have against the Released Parties for all personal injuries, death and property damage, known or unknown, caused by, arising out of or relating to my use of the Parks and Recreation activity. Further I waive any right to make claims or bring lawsuits against the City or anyone working on behalf of the City for any injuries or damages I suffer or to claim compensation or indemnification from the Released Parties arising out of, or relating to the Activity. I understand and acknowledge that I am engaging in the Activity at my own request and risk. I understand that I am not entitled to any compensation, benefit or insure and coverage from the City, nor will I claim any from the City or any other released party.
5. I have no physical or emotional conditions which prevent me from fully participating in the Activity.
6. I understand and agree to obey all Activity rules, including safety rules. I agree to abide by all of the applicable safety requirements for the Activity, including the wearing of protective safety gear (if necessary). I understand that if I choose to bring in my own personal tools to work on a project, I am solely responsible for understanding and abiding by the proper operation of the tool, and that I do so at my own risk of loss or damage.
7. I understand that users of the Activity should not operate power tools or equipment if they are taking any medication that impairs their mental faculties or physical ability to operate tools or equipment. By signing this waiver, I confirm that I am not taking any medication that impairs my mental

faculties or physical ability to operate tools or equipment. I understand that I should obtain personal health and/or disability insurance coverage in the event that I become injured or disabled in the course of the Activity.

8. This waiver does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct by the City or anyone acting on behalf of the City.
9. I understand that entering into and signing this agreement affects my legal rights and results in my giving up or waiving certain legal rights and I accept this and sign this agreement of my own free will.
10. The terms of this agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.
11. My signature indicates I have read this entire document, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representations, and agree to be bound by its terms.
12. I understand that I am not to use or be under the influence of alcohol or drugs during the Activity.
13. I understand that my picture may be used in promotional material. The undersigned further grants full permission to the City of Eden Prairie and/or agents authorized by them, to use photographs, videotapes, recordings, or other record of this event for any other purpose.

I HAVE READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IN ITS ENTIRETY. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

I HAVE ALSO READ AND WILL ABIDE BY THE STANDARD OPERATING PROCEDURES, RULES AND PROCEDURES, AND BEHAVIOR GUIDELINES.

Signature_____

Date_____

Address _____

City, State, Zip_____

Phone Number_____

E-Mail Address_____

City of Eden Prairie
8080 Mitchell Rd.
Eden Prairie, MN 55344