

Full Release, Waiver of Liability, and Indemnity Agreement
The New Town at St. Charles® General Assembly – Volunteer Participant

You, the undersigned _____ (“Participant”) desire to and have requested permission to participate in a work project (the “Project”) in The New Town at St. Charles community, on behalf The New Town at St. Charles® General Assembly, a Missouri non-profit corporation, (“NTGA”). Before you participate in any work project or other activities with NTGA, you must complete this form of release. **Please note that this Full Release, Waiver, and Indemnity Agreement must be fully signed for you to be permitted to participate and that the person signing this Release must be over the age of 18.**

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by me, I the undersigned Participant do hereby freely and voluntarily, without duress, execute this Full Release, Waiver of Liability, and Indemnity Agreement (the “Release”) this ___ day of _____, 2016 and do hereby agree to the following terms, conditions, release, waiver, indemnification, and agreements on behalf of myself, my spouse, my children, my parents, my heirs, personal representatives, and assigns in all respects contained herein:

1. I acknowledge that my participation in the activities related to the Project entail both known and unanticipated risks of injury ranging from minor and temporary injuries to severe, serious, and more permanent injuries which could result in emotional injury, paralysis, or death. I further understand that such risks cannot be eliminated and I accept the same and participate at my own risk and assume all responsibility for such risks.
2. I do hereby voluntarily, knowingly, and without any inducement, having read this entire document, release, forever discharge, and agree to indemnify and hold harmless NTGA, and its affiliates, officers, directors, employees, representatives, agents, successors and assigns (collectively, the “Releasees”) from any and all claims, demands, damages, liabilities, losses, causes of action, costs and expenses, including, without limitation, costs of suit and attorneys’ fees, arising from or in relation to my participation in any activities on or about the Project premises or from the use of any equipment or facilities related to the same by any person, including any such claims which allege negligent acts or omissions on the part of the Releasees.
3. I do hereby further release and forever discharge the Releasees 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 related to my activities in the Project or during my time spent with the NTGA.
4. I agree to comply with ordinary and customary rules of behavior while participating in the activities related to the Project and with any safety rules posted or otherwise requested of me by NTGA, and I further agree that if I observe any violation of such rules or any hazardous activity or condition, I will immediately remove myself from the vicinity of such hazard.
5. I acknowledge that there is no professional or other supervision of the work activities related to the Project and that the Releasees shall have no obligation to provide such supervision to myself or other participants.

6. I represent that I have adequate insurance to cover any injury or damage which I may suffer or incur in participating in the Project or I agree to bear the cost of same. I also understand that the Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage.

7. I agree that I am willing to accept any additional risk related to my medical or physical condition, whether any such condition is known or unknown to me.

8. I agree that this Release, Waiver of Liability, and Indemnity Agreement will be kept on file by NTGA and shall be effective on each and every occasion that I participate in work project activities for the NTGA.

9. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Missouri, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Missouri. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

10. I agree that if any portion of this Release, Waiver of Liability and Indemnity Agreement is found to be unenforceable, then the remainder shall remain in full force and effect.

11. I agree to be responsible for and to pay upon demand any attorneys' fees, costs, or expenses incurred by Releasees in enforcing this Release and Waiver.

12. I am 18 years of age or older, am of sound mind and body and understand the consequences of signing this Release, Waiver of Liability and Indemnity Agreement, or if I am under the age of 18, this Release, Waiver of Liability, and Indemnity Agreement has been signed by my legal guardian or parent.

13. I further grant the parties named herein the right to photograph, videotape, and record me and to use my name, face, likeness, voice, and appearance in connection with promotional or other materials without reservation or limitation. In addition, I hereby grant and convey unto the NTGA all right, title, and interest in any and all photographic images and video or audio recordings made by NTGA during my activities in the Project or during my time spent with the NTGA, including, but not limited to, any and all royalties, proceeds, or other benefits derived from such photographs or recordings.

14. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Project, I may be found by a court of law to have waived my right to maintain a lawsuit against the parties named herein on the basis of any claim from which I have released them. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

PARTICIPANT

X _____

Print Name: _____

Address: _____

Phone Number: _____

E-mail: _____

Dated this _____ day of _____, 2016

IF UNDER THE AGE OF 18, THIS DOCUMENT MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN PRIOR TO ENGAGING IN THE PROJECT ACTIVITIES.

PARENT OR LEGAL GUARDIAN

Print Name: _____

Relationship to Participant: _____

Dated this _____ day of _____, 2016