



WAIVER AND RELEASE VOLUNTEER

I, _____, (hereinafter "Visitor") agree to this Waiver and Release of Liability (hereinafter "Release") executed on this _____ day of _____, 20____, in favor of the City of Clovis, a municipal corporation, and its directors, officer, agents, and employees.

Visitors desire to participate in volunteer work for the City of Clovis. Visitor understands that participation may include exposure to hazardous conditions or other circumstances that may result in personal injury. Visitor hereby freely, voluntarily, and without duress does release and forever discharge and hold harmless the City of Clovis, and its successors and assigns from and all liability, claim, and demands of whatever kind of nature, either in law or in equity, that arise or may hereafter arise from Visitor's participation in any volunteer activities at the City of Clovis.

VISITOR UNDERSTANDS THAT THIS RELEASE DISCHARGES THE CITY OF CLOVIS FROM ANY LIABILITY OR CLAIM THAT THE VISITOR MAY HAVE AGAINST THE CITY OF CLOVIS WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM VISITOR'S ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OF CLOVIS OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, INCLUDING EMPLOYEES.

If any provision of this Release is found to be unenforceable, invalid, or illegal by court of competent jurisdiction, the provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions, and provisions of this Release shall remain in full force and effect.

Visitor agrees and submits to the exclusive venue and jurisdiction of the Ninth judicial District Court in Curry County, New Mexico for any and all legal disputes involving this Release.

Visitor

Signature: _____

Printed Name: _____

Date: _____