

THE  PARK
at Flat Rock
VOLUNTEER APPLICATION

Name _____ Date _____

Address _____

Phone _____ Email _____

Emergency contact name & number _____

T-shirt size (circle one): XS S M L XL XXL

If volunteering as part of a group or organization, please provide the group's name and supervisor or leader's name and contact info for that person

What kind of volunteer work or project would you like to do in the park?

Any special skills, talents or prior experience?

Times available (times of day, days of the week)

Any physical limitations?

Signature: _____

STATE OF NORTH CAROLINA

RELEASE AND WAIVER OF LIABILITY AND
INDEMNITY AGREEMENT

COUNTY OF HENDERSON

WHEREAS, the Undersigned desires to volunteer to provide certain services upon the premises known as *The Park at Flat Rock*, hereinafter more particularly described, for the purposes, among others, of keeping the premises clean and clear of debris, supervising access to the premises, maintaining the premises for general enjoyment by the Undersigned and the general public, cataloging the flora and fauna of the premises, or other volunteer activities related to *The Park at Flat Rock* (such volunteer services to be provided by the undersigned are more specifically identified herein below); and

WHEREAS, the Undersigned recognizes and is aware that the condition of the premises and uses of or activities at the premises have the potential to cause injury or death to any person or damage to personal property;

NOW, THEREFORE, in consideration of being permitted by the Village of Flat Rock, its elected officials, staff, agents, and employees (herein collectively referred to as the "Village") to go upon the premises for any such purposes and to enjoy the premises, the Undersigned agrees:

1. For the purposes of this agreement, the "premises" are defined as follows: Being located in the Village of Flat Rock, Henderson County, North Carolina, and being all of that property depicted on a plat of record in Plat Slide 8972 in the office of the Register of Deeds for Henderson County, reference to which plat is hereby made for a more particular description; and including all buildings and structures thereon, and all personal and mixed property (such as, but not limited to, fixtures, equipment, or any other personal property used on or about or in conjunction with the premises) owned by, controlled by, or in the control, management, or possession of the Village, now or in the future.

2. In consideration of being allowed to work upon and use the premises, at such time or times as the Undersigned may be invited or permitted to do so (now or in the future), the sufficiency of which consideration is hereby acknowledged by the Undersigned:

(a) The Undersigned hereby releases, waives, acquits, and discharges the Village from, and covenants not to sue the Village for, all liability to the Undersigned, his or her personal representatives, assignees, heirs and next of kin for all loss or damage, and any claims, causes of action, or demands therefor, on account of injury to the person or property or resulting in the death of the Undersigned, whether caused by any condition of the premises, the negligence of the Village or otherwise while the Undersigned is in or upon or using the premises for any purpose, now or in the future.

(b) The Undersigned also hereby agrees to indemnify and save and hold harmless the Village from any loss, liability, damage, or cost he may incur due to the presence, acts, or omissions of the Undersigned in or upon or involving the premises and whether caused by a condition of the premises, the negligence of the Village or otherwise, now or in the future.

3. The Undersigned acknowledges and understands that a volunteer is not an employee of the Village and is not covered by the Village's workers compensation policy or health insurance; that medical expenses and loss of wages for volunteers are not covered if a volunteer is injured while performing volunteer service; and that the performance of volunteer service is at a volunteer's own risk.

4. This document may not be amended, revoked, altered, supplemented or abandoned unless such amendment, revocation, alteration, supplementation, or abandonment is set forth and confirmed in a written document signed by the Village. This document shall be binding upon and inure to the benefit of the successors and assigns of the Village and the heirs, successors and assigns of the Undersigned.

5. The Undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina, and that if any portion or portions thereof shall be held invalid, the balance shall continue in full legal force and effect.

6. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

7. The volunteer services to be provided to the Village by the Undersigned are:

I HAVE READ THE FOREGOING RELEASE AND AGREE TO ITS TERMS.

_____ (SEAL)

Date: _____

[Release-Waiver-Indemnity The Park 11-5-2014]