

WAIVER & RELEASE

In consideration for being allowed to work on (describe project) (hereinafter referred to as the "Project") on the property of the Bath County School Board, the undersigned Volunteer represents and warrants as follows:

1. AGE AND RESIDENCY. I am an adult aged 18 years or older, and a resident of Virginia.

2. ASSUMPTION OF THE RISKS. I recognize and acknowledge that there are substantial risks associated with working on the Project. I fully appreciate these dangers and risks, and the significant injuries, illness and conditions that can arise, and understand that I will also be putting my life at risk as some injuries or accidents may result in death. Nonetheless, I hereby voluntarily assume all risks associated with, arising from or related to working on the Project.

3. INSURANCE. I am covered by a comprehensive medical insurance plan that I have determined is sufficient to provide required health care coverage and protection for any injuries, illnesses or conditions that I may suffer while participating in, arise from or be related to working on the Project. I agree to rely solely to this insurance policy for payment of or reimbursement for health care services, medicines or related goods or services that are provided to me (at whatever time or place) as a result of or relating to any injury, illness or loss which I sustain while I am involved in working on the Project. I stipulate that I am not an employee or agent of the Bath County School Board and have no claim or right to participate in any employee welfare or benefit plan offered by the School Board to its employees.

4. RELEASE. In addition to assuming the risks, the undersigned Volunteer, on my own behalf and on behalf of my heirs, family members, executors, administrators and assigns hereby fully and forever releases, discharges and waives any and all claims, obligations or causes of action of any kind or nature whatsoever against each and every Released Party (defined herein) relating to any matters of any kind that may arise on or after the execution of this Waiver & Release which may be associated with, arise from, or relate to the Project. The Released Parties who benefit from this Waiver & Release, and Covenant not Sue & Indemnity are as follows: the School Board for the County of Bath, Virginia, and each of its elected members, employees, and agents.

5. COVENANT NOT TO SUE AND INDEMNITY. In addition to assuming the risks, and releasing all claims, the undersigned Volunteer also agrees not to sue any of the Released Parties for any act or omission associated with, arising out of or relating to the Project. Moreover, the Volunteer agrees to indemnify and hold harmless each of the Released Parties from and against any and all losses, costs, damages or expenses, including, without limitation, attorney's fees or expenses incurred by one or more of the Released Parties arising out of a breach of this Release Agreement, from any false representations made herein by the Volunteer, or from any action or proceeding that may be commenced, prosecuted or threatened by the Volunteer or for the Volunteer's benefit upon the Volunteer's initiative or with the Volunteer's aid or approval contrary to the provisions of this Release. The Volunteer further agrees that in any such action or proceeding, this Release may be pled by any of the Released Parties as a complete defense, or may be asserted by way of cross-claim or counter-claim.

6. CHOICE OF LAW. This Waiver and Release was entered into in Virginia and the Volunteer stipulates that this Agreement shall be continuous under the laws of the Commonwealth of Virginia, except its conflict of law provision.

7. ACKNOWLEDGEMENTS

a. I understand that by signing this Agreement, I am assuming all risks, releasing all claims, agreeing not to sue and agreeing to indemnify each of the Released Parties, and that this Agreement covers all acts or omissions that relate to the Project that occur on or after I sign this document;

b. I understand that by signing this Agreement, I am giving up important legal rights and have been advised that I should consult with an attorney prior to signing this Agreement.

c. I am voluntarily signing this Agreement after having been given ample time to consideration of its legal effect, and without any pressure or coercion from any of the Released Parties.

WHEREFORE, as an adult, by my signature below, I hereby intend to be fully bound by the provisions of this Release document.

Date

Signature

Printed Name

Address

Date of Birth

Date

Witness

Printed Name

Adopted: August 4, 2009

Legal Refs.: _____

Cross Refs.: School Board Policy FEGB

School Board Regulation FEGB-R