

**TOWN OF WAKE FOREST
ADOPT-A-TRAIL PROGRAM RELEASE FORM**

This release is executed on _____, 20__, by _____ (name of group) (the "Group") and its members, whose signatures appear below (hereinafter referred to collectively as "Releasors").

In consideration of being permitted to participate in the Town of Wake Forest's Adopt-A-Trail Program (the "Program") for the section of the trail identified in the Group's Adopt-A-Trail Program Agreement (the "Agreement") with the Town of Wake Forest, Releasors, being of lawful age, for themselves and their personal representatives, heirs, and next of kin, hereby release and forever discharge the Town of Wake Forest and its officials, employees, and/or agents (hereinafter referred to collectively as the "Town"), from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident that may occur as a result of participation in the Program.

Releasors acknowledge that participation in the Program is voluntary and that the work to be performed and the work environment may be hazardous. Releasors agree that they will follow all Town of Wake Forest safety guidelines and directives and that they will wear and use all required items of safety gear and equipment for the performance of their volunteer duties. Releasors assume full responsibility for and assume the risk of bodily injury, death or property damage while picking up litter, debris, or loose brush and otherwise participating in the Program. Releasors agree to indemnify the Town from any loss, liability, damage or cost the Town may incur due to the presence of Releasors in, on or near those sections of the trail referenced in the Group's Agreement.

Releasors acknowledge their likeness may be captured by the Town for use in promotional, news, or informational media. Participation in this activity implies consent. If any Releasor does not wish for such a photo to be used, please contact the Parks and Recreation Department at (919) 554-6180.

In no event shall the Releasors be considered the agents or employees of the Town.

Releasors agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

A participating child's parent or guardian is required to sign a "Youth Participation Release" in the form attached hereto for each volunteer less than 18 years of age.

No one may participate in the Program without first having signed below as a Releasor, and no one under the age of 18 may participate without having signed as a Releasor and having a parent or guardian sign the Youth Participation Release.

This Release contains the entire agreement between the parties to this agreement, and the terms of this Release are contractual and not a mere recital.

RELEASORS:

Signature	Print Name	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

YOUTH PARTICIPATION RELEASE

(To be signed for each child volunteer under the age of 18.)

As the parent/guardian (the “Parent”) of the minor child named below (the “Child,” and together with the Parent, the “Releasers”), I hereby give permission for the Child to participate in one or more Adopt-A-Trail Programs. By my signature I release the Town of Wake Forest for the Child, the Parent, and his or her personal representatives, heirs, and next of kin, hereby release and forever discharge the Town of Wake Forest and its officials, employees, and/or agents (hereinafter referred to collectively as the “Town”), from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of the Child’s participation in the Adopt-A-Trail Program.

The undersigned acknowledges that participation in the Adopt-A-Trail Program is voluntary and that work on trails may include exposure to numerous hazards. Releasers assume full responsibility for and assume the risk of bodily injury, death or property damage. Releasers agree to indemnify the Town from any loss, liability, damage or cost the Town may incur due to the participation of the Child in the Adopt-A-Trail Program.

In no event shall the Child be considered the agent or employee of the Town.

The Parent agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The Parent realizes that transportation to and from the program is the Parent’s responsibility, and that if anyone connected with the program transports the Child on Parent’s behalf, Parent will hold that party blameless for any accident or injury that may occur. Such absolution is to be binding when the above individuals are acting within the scope of the activity. Parent hereby accepts the instructor, supervision, facilities, and equipment, as being satisfactory for the program activity named above. Parent understands that insurance coverage is Parent’s responsibility, and Parent certifies that Parent has read and agreed to the terms stated above and that all information provided is correct to the best of Parent’s knowledge.

The Parent further states that it has carefully read this Release and knows the contents of the Release and signs this Release as his or her own free act, on the Parent’s behalf and on behalf of the Child. The Parent hereby represents and warrants to the Town that he or she is the parent or legal guardian of the Child, with full legal authority to execute this Release on the Child’s behalf.

PARENT OR GUARDIAN SIGNATURE

PRINT NAME OF MINOR CHILD

ADDRESS

CITY STATE ZIP

TELEPHONE

DATE