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B u i l d i n g   t h e   C o m m u n i t y   t h r o u g h   P a r t n e r s h i p

## DOZER DAY VOLUNTEER

### Dozer Day - A Project of The Nutter Foundation

In consideration of being permitted to the Nutter Foundation's Dozer Day (hereinafter "the Event"), the guest and/or guardian of the guest (referred to below as "I" whether for participant or guardian on behalf of participant) named below agree, on behalf of myself, my heirs assigns, executors and administrators, to release, hold harmless, waive, discharge and covenant not to sue Nutter Foundation and/or its directors, managers, sponsors, insurers, underwriters, consultants and others, all for the purposes herein referred to as "Releasees" **FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO MY DEATH OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT CAUSED OR ALLEGED TO BE CAUSE IN WHOLE OR IN PART BY NEGLIGENCE OF ANY RELEASEE.** I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of Washington that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

If I am executing this Release as a Parent or Guardian, I agree that if despite the release, the participant makes a claim against any of the Releasees, I will hold harmless and indemnify the Releasee(s) for any attorney's fees, costs or damages or which they or their agents, insurers or assigns may incur on account of any claim brought by the participant or his or her Guardian Ad Litem or similar agent.

**IMAGE RELEASE.** I hereby grant Nutter Foundation the irrevocable right to use, free of charge and forever, my name and/or image in any film, video tape, audio tape, photographs, slides, or combination thereof, for advertising or promotional purposes for any Nutter Foundation event. I hereby release, discharge and agree to save harmless Nutter Foundation and/or its directors, managers, sponsors, insurers, underwriters, consultants

and others, from any and all claims, demand, rights and causes of action of whatever kind that may arise from the use of my name and/or photographic image.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, I HAVE HAD ADEQUATE TIME TO REVIEW IT AND DISCUSS IT WITH ANY ADVISORS OR OTHERS I DEEM NECESSARY, I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT THIS IS A LEGALLY ENFORCEABLE CONTRACT AND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

\_\_\_\_\_  
 Volunteer Name (Printed)

\_\_\_\_\_  
 Volunteer Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
 Guest Parent/Guardian Name (Printed)

\_\_\_\_\_  
 Guest Parent/Guardian Signature

Date: \_\_\_\_\_  
 (Required where Volunteer is under the age of 18)