

# Assumption of Risks, Responsibilities, and Liability Waiver

## Tree Lafayette and The City of Lafayette Arbor Day program

**PLEASE READ THE FOLLOWING CAREFULLY. BY SIGNING THIS DOCUMENT, YOU GIVE UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO SUE.**

I \_\_\_\_\_ acknowledge that I am planting a tree or trees during Arbor Day.

### Assumption of Risks:

I understand that participating in this project can cause injury. During this time, I understand that I will be in unfamiliar surroundings and will be exposed to risks to my person and possessions. I understand that planting trees carries risks, and that I may suffer physical injury.

I freely and voluntarily accept and assume all such risks, dangers, and hazards. Accordingly, I understand that despite its efforts, Lafayette Tree Fund Inc. AKA Tree Lafayette and the City of Lafayette will not be able to ensure my complete safety at all times from such risks and dangers.

### Assumption of Responsibility:

I understand that Tree Lafayette or the City of Lafayette does not carry accident nor injury insurance for my benefit. I agree to be accountable in all respects for my own actions and not to ask Tree Lafayette or City of Lafayette or any of their agents or employees to accept the consequences thereof; further, I agree to be responsible for any claims made against Tree Lafayette and the City of Lafayette in relation to such actions. It is my responsibility to ensure that I have taken adequate steps to minimize the risks of death, injury, illness, property loss, and emotional duress. I hereby declare that I have undertaken the following actions:

- I acknowledge that I have been advised of the risks and dangers of planting trees as well as the need to act in a responsible manner at all times.
- My signature below is given freely in order to indicate my understanding and acceptance of these realities.
- I recognize that neither Tree Lafayette nor the City of Lafayette will supervise my activities during my participation in this project.

### Liability Waiver:

I release and hold harmless Tree Lafayette and the City of Lafayette, its employees, students, and agents from any and all liability for any loss, damage, injury, or expense that I or my next of kin may suffer as a result of my participation in this planting, including, but not limited to, accidents, acts of nature, horseplay, and any and all expenses which I may incur while participating. This waiver is effective for the period of time that I will be participating in this planting. I understand that this agreement is binding upon me and upon my heirs, next of kin, executors, administrators and assigns, in the event of death. Further, I hereby grant Tree Lafayette full permission to any and all of the foregoing to use any photographs, motion pictures, recordings, or any other record of these events for any legitimate purpose, including commercial advertising, without monetary payment to me. (This information is protected by the Privacy Act).

**I HAVE READ THIS DOCUMENT CAREFULLY AND I ACKNOWLEDGE MY RESPONSIBILITIES AND THE EFFECT OF THIS LIABILITY WAIVER.**

Print Name: \_\_\_\_\_ Signature \_\_\_\_\_

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

Guardian if under 18 \_\_\_\_\_

Email address \_\_\_\_\_@\_\_\_\_\_