

**CITY OF LATHRUP VILLAGE
OAKLAND COUNTY, MICHIGAN**

**VOLUNTEER HOLD HARMLESS, RELEASE,
AND INDEMNIFICATION AGREEMENT**

This Agreement is made between the City of Lathrup Village, a Michigan municipal corporation (the "City"), and the undersigned volunteer (the "Volunteer").

1. Volunteer Activity. Volunteer desires to perform unpaid volunteer work at _____ located in the City of Lathrup Village, Michigan (the "Park"). The work may include, without limitation, weeding, raking, spreading or removing wood chips, painting or cleaning play structures, relocating play equipment, digging or installing a sand area, operating personal or third-party equipment (including tractors, rakes, trailers, and similar machinery), and related park-improvement activities (the "Work"). Volunteer will perform the Work only if and to the extent approved by the City and only in the manner and at the times directed or authorized by the City.

2. Assumption of Risk. Volunteer understands that the Work involves inherent risks of injury to persons and damage to property, including risks associated with the use of tools and equipment, uneven ground, existing park structures, concrete walks and pads, play equipment, buried utilities, and weather. Volunteer voluntarily assumes all such risks.

3. Responsibility for Damage to City Property. Volunteer is solely responsible for any damage to City property caused by Volunteer, any person assisting Volunteer, or any equipment brought onto or used in the Park by Volunteer or at Volunteer's direction. This includes, without limitation, damage to concrete walks, pads, curbs, play structures, fencing, landscaping, irrigation, utilities, and other Park improvements. Volunteer shall promptly repair, restore, or pay the full cost of repair or replacement of any such damage, to the City's reasonable satisfaction and at no cost to the City.

4. Equipment. Any tools, vehicles, or equipment used in the Work are provided by Volunteer, not by the City. Volunteer represents that such equipment is in safe working condition, that Volunteer is competent to operate it, and that Volunteer will use it in a careful and workmanlike manner. The City is not responsible for loss of or damage to Volunteer's equipment.

5. Release and Hold Harmless. To the fullest extent permitted by law, Volunteer, for Volunteer and Volunteer's heirs, executors, administrators, and assigns, hereby releases, waives, discharges, and covenants not to sue the City and its elected and appointed officials, employees, agents, and volunteers (collectively, the "Released Parties") from any and all claims, demands, causes of action, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to the Work or Volunteer's presence in the Park, including claims for personal injury, death, or property damage, whether caused by the negligence of any Released Party or

otherwise, except to the extent caused by the sole gross negligence or willful misconduct of a Released Party.

6. Indemnification. Volunteer shall indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, liabilities, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to: (a) the Work; (b) Volunteer's use of equipment in the Park; (c) injury to any person, including Volunteer and any helper or bystander; and (d) damage to any property, including City property. This obligation survives completion of the Work.

7. Insurance. Volunteer is not covered by the City's workers' compensation or liability insurance. Volunteer is encouraged to maintain personal health, automobile, and liability insurance covering the Work and any equipment used.

8. Compliance and Authority. Volunteer shall comply with all applicable laws, ordinances, and City directions. This Agreement does not authorize Work that has not been approved by the City. Volunteer has no authority to bind the City or to represent that Volunteer is a City employee or contractor.

9. Miscellaneous. This Agreement is governed by Michigan law. If any provision is held invalid, the remaining provisions remain in effect. Volunteer has read this Agreement, understands it, and signs it voluntarily.

Volunteer Information

Printed Name: _____

Address: _____

Phone: _____ Email: _____

Description of equipment to be used (if any):

Volunteer Signature: _____ Date: _____

If Volunteer is under 18 years of age, a parent or legal guardian must also sign:

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ Date: _____

City Acknowledgment (optional – for approved Work only)

Approved scope / date(s) of Work: _____

City Representative: _____ Date: _____