

BALDWIN COUNTY DEPARTMENT OF ARCHIVES AND HISTORY

VOLUNTEER / GUEST AGREEMENT AND WAIVER

The Baldwin County Commission (the “Commission”), by and through the Baldwin County Department of Archives and History (the “BCDAH”), (sometimes referred to herein collectively as the “County”), and the Volunteer / Guest named below hereby enter into this Volunteer / Guest Agreement and Waiver on the terms and conditions set forth below.

Volunteer / Guest Name: _____ Age: _____

Address: _____

Phone: _____ Cell: _____

If a minor, name of parent or guardian: _____

Email Address: _____

VOLUNTEER / GUEST AGREEMENT AND WAIVER TERMS AND CONDITIONS

1. The Volunteer / Guest named above (sometimes referred to herein as “Volunteer” or “Guest”) has requested permission to volunteer or engage in certain activities as a volunteer or guest at Bicentennial Park in Baldwin County, Alabama.

2. The Volunteer hereby agrees to comply with any and all applicable laws, rules and regulations regarding the Volunteer’s activities and use of Bicentennial Park and such other requests made by County staff.

3. The Volunteer hereby agrees and acknowledges that the Volunteer is a volunteer and guest of Baldwin County, and it is neither the express nor the implied intent of the County, BCDAH or the Volunteer to create an agency or employment relationship between the parties pursuant to this Agreement.

4. **INDEMNITY, HOLD HARMLESS AND WAIVER:** To the fullest extent allowed by law, Volunteer shall indemnify, defend and hold the County, BCDAH and its Commissioners, departments, department heads, affiliates, employees, agents, and representatives (collectively referred to in this section as “County”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys’ fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon the County, as a result of or in any manner related to the Volunteer’s activities and use of the facilities and property at Bicentennial Park. To the fullest extent allowed by law, the Volunteer hereby waives any rights or claims for damages the Volunteer may have, now or in the future, against the County related to the Volunteer’s activities and use of the facilities and property at Bicentennial Park. This indemnification provision shall survive the expiration or termination of this Agreement.

5. The County or BCDAH shall have the right to terminate this Agreement, with or without cause or reason, at any time, and the Volunteer / Guest shall immediately leave Bicentennial Park.

6. This Agreement shall be subject to any additional terms or conditions required by the Baldwin County Commission and/or the Baldwin County Department of Archives and History.

7. This Agreement in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama Conflict of Law Principles.

IN WITNESS WHEREOF, the parties hereto, individually or by and through their duly authorized representatives, have executed this Agreement on the last day of execution by the County as written below.

VOLUNTEER / GUEST

BCDAH

Name: _____

Approved by: _____

Date: _____

Its: _____

Date: _____

If a minor, by:

Name: _____

Parent / Guardian

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of the BALDWIN COUNTY COMMISSION'S BALDWIN COUNTY DEPARTMENT OF ARCHIVES AND HISTORY, a political subdivision of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said political subdivision.

Given under my hand and seal this _____ day of _____, 2023.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____