

Liability Waiver

Drop Box Watch.com

Washington State Primary and General Election

July 2022 – November 2022

This Agreement must be completed in order to participate in the activities associated with the Drop Box Watch to be held at Washington State Drop Box locations.

I, the undersigned, understand that **DropBoxWatch.com** is providing a public scheduling service to assist individual citizens in their desire to observe their local drop boxes. I, the undersigned, fully understand that **DropBoxWatch.com** in no way is organizing this service as a group nor is it participating in any way except as a scheduling service with general 'Best Practice' recommendations to assist in safety and security when dealing with the general public. I am familiar with the nature of the activities that will take place in the **Drop Box Watch** (hereinafter referred to as the "event") and I desire to participate in this event. I hereby acknowledge that my participation in this event is voluntary.

I recognize that there are foreseeable and unforeseeable risks and hazards directly or inherently involved in my participation in this event and that **DropBoxWatch.com** and any volunteers facilitating the schedule have no control over such dangers and they make no representations of safety. I further acknowledge that I have full knowledge of the facts and circumstances associated with my participation in this event.

If I choose to participate in this event, I voluntarily assume all responsibility and risk, including but not limited to all risk of physical and emotional injuries; serious illness such as infectious and non-infectious diseases and/or conditions arising from my participation in this event or associated with developing or pre-existing conditions, accidents, property damage, injury to others, and other hazards. To the extent permitted by law, I hereby agree to covenant not to sue, and to indemnify, release and hold harmless **any volunteers of DropBoxWatch.com** (hereinafter referred to as "Releasees") from all liability whatsoever arising out of my participation in this event, including but not limited to any claims, demands, actions and causes of action related to any damage to my property or the property of others, and injury to me or others, including but not limited to loss of limb or life resulting from my negligence or the negligence of others, or to others through my actions during this event or arising out of this event. I agree to pay any attorney fees or other costs incurred by the Releasees in enforcing this Agreement.

In consideration of participating in this event, For my own safety and security I agree to follow the reasonable suggested guidelines set forth by **DropBoxWatch.com** volunteers for the duration of the activity; to be fully responsible for my conduct; and to act at all times in a manner which does not jeopardize the safety of myself or other persons.

I understand and acknowledge that **DropBoxWatch.com** has been provided by **citizen volunteers** for the expressed purpose of being a *non-partisan* mechanism to allow the public to schedule time for volunteering to passively observe the Drop Boxes and to document any suspicious activity in a purely peaceful and non-confrontational manner. In support of this, all participants agree to not wear any political attire, display any political signage or communicate with any person(s) depositing ballots, even in the event of suspected suspicious activity. The sole purpose of **DropBoxWatch.com** is to *observe and document*.

DropBoxWatch.com is limited in its ability to maintain insurance for the purpose of providing coverage for injuries of event participants. I understand that **DropBoxWatch.com** is not insurers of participants' behavior and actions and assumes no liability whatsoever for personal injuries or property damages to participants or to third persons arising out of participation in this event's activities. I assure **DropBoxWatch.com** that I will have adequate liability, health, and accident insurance or other means necessary to pay for any personal liability and medical costs, including medical evacuation that may directly or indirectly result from my participation in this event. I will indemnify and hold **any volunteers of DropBoxWatch.com** harmless.

It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my family, estate, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as an Assumption of Risk and Release of claims, as to the Above-Named Releasees. I further agree to save and hold

harmless, indemnify, and defend Releasees from any claim by my family, arising out of my participation in this event.

I further agree that this Release shall be construed in accordance with the laws of the State of Washington without application of any principles of choice of law and venue for disputes arising from my participation in this event or this Release shall be in Franklin, County. If any term or provision of this Release shall be held by a court of law illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby

I hereby certify that, with or without accommodation, I have no health-related reasons or problems that preclude or restrict my participation in this event. I hereby consent to first aid, emergency medical care, and, if necessary, admission to an accredited hospital for executing such care or treatment for injuries that I may sustain while participating in any activity associated with this event.

I state that I am fully competent to sign this Release and I voluntarily execute this document after carefully reading its terms and with full knowledge of the contents and consequences stated herein, and that my signature has not been obtained under duress or coercion. I acknowledge that prior to signing this Release I have the right to consult with an advisor or attorney of my choice.

Signature of Participant

Date

Printed Full Name

Date of Birth (if under age 18)

Participants who are not 18 years of age or older on the date of signature must sign above, and also must obtain the signature of a parent or legal guardian below:

I certify that I am the parent or legal guardian of the above-named participant in this event. On behalf of myself and my spouse, partner, co-guardian or any other person who claims the participant as a dependent, I have read the above agreement, I understand the contents of this Acknowledgement of Risk and Release, assent to its terms and conditions, and sign this Acknowledgement of Risk and Release of my own free act. I acknowledge that my dependent and I have agreed to the terms and conditions of my dependent's participation in this event, and I hereby give my consent to participation by my dependent in the Program and/or Course, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the above named Releasees from and against all claims, demands or suits that my dependent has or may have.

Signature of Legal Guardian and/or Parent of Participant

Date