





## Little Valley Park Summer Youth Program

### Volunteer Liability Waiver & Indemnification

This VOLUNTEER RELEASE AND WAIVER OF LIABILITY (this "**Release**") is executed as of the date printed below by the undersigned ("I" or "**me**") in favor of Borough of Penbrook, and all entities, associations, officers, volunteers, representatives or individuals associated with Borough Penbrook (the "**Borough**").

I desire to volunteer for the Borough and engage in activities related to being its volunteer (the "**Activities**"). I understand that the Activities may include, but are not limited to, my participation in the Borough of Penbrook Little Valley Park FREE Summer Youth Program. I also understand that as a volunteer I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits. I acknowledge that I am not an employee.

In exchange for being allowed to participate in the Activities as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and intending to be legally bound agree to the following terms:

1. Assumption of Risk. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities. I am aware and understand that participation in the Activities will require me to physically interact with the other Penbrook Borough Summer Park Volunteers and children. As such, despite reasonable mitigation efforts on behalf of the Borough, physical interaction with the public at large may pose some unavoidable risks to you due to the COVID-19 pandemic. I understand that participation in the Activities may expose me and others to unavoidable COVID-19 community spread. As such, I expressly and specifically assume the risk of injury or other harm with respect to COVID-19 and possible exposure to COVID-19 resulting from or in any way related to the Activities.

2. Medical Treatment. I hereby give consent and authority to the Borough to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless the Borough from any claim whatsoever in connection with such treatment or other medical services.



3. Release and Waiver. I hereby fully and forever release and discharge the Borough from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities. I agree not to make or bring any such claim or demand against the Borough, and fully and forever release and discharge the Borough from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE BOROUGH FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE BOROUGH WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE BOROUGH OR OTHERWISE.

4. Insurance. I UNDERSTAND THAT THE BOROUGH DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

I also understand that workers' compensation insurance is not available to volunteers and that the Borough does not provide workers' compensation insurance for volunteers. I expressly waive any claim for compensation or liability on the part of the Borough in the event of any injury or medical expense.

5. Indemnification. I hereby agree to indemnify, defend, and hold harmless the Borough from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my participation in the Activities, arising out of any third-party claim.

6. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by the Borough for internal and/or promotional use. I hereby grant and convey to the Borough all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Borough's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

7. Miscellaneous. I hereby agree that this Release represents the full understanding between the Borough and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This



Release is binding on and inures to the benefit of the Borough and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

8. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any choice of law doctrine.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE BOROUGH.**

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*Signature of Volunteer*

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*Print Full Name*

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*Full Address*

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*Date*