

# FRIENDS OF ROCKAWAY

## Volunteer Liability Release Form



This RELEASE and WAIVER OF LIABILITY executed \_\_\_\_ / \_\_\_\_ / \_\_\_\_ by \_\_\_\_\_ (Name of Volunteer) in favor of ST. BERNARD PROJECT, a nonprofit corporation, and FRIENDS OF ROCKAWAY (all of the foregoing being referred to as “SBP”), SBP’s directors, officers, employees, agents, contractors and subcontractors, and their respective successors (all of the foregoing being referred to as the “Released Parties”). Volunteer desires to work as a volunteer for SBP and participate in the various activities (collectively, the “Volunteer Activities”) sponsored by SBP in carrying out its residential rebuilding program. Volunteer understands that the activities may include, without limitation, constructing and rehabilitating residential buildings, being transported to and from work site locations, and consuming food in the course of such activities. Volunteer with full knowledge of his/her rights does hereby freely, voluntarily, and without duress execute this Waiver and Release under the following terms:

Waiver of Worker’s Compensation Claims Volunteer intends to participate as a volunteer in construction projects sponsored by SBP, and will receive no compensation or remuneration for services. SBP does not provide worker’s compensation insurance for volunteer participants.

Waiver and Release Volunteer does hereby release and forever discharge and hold harmless the Released Parties from any and all liability, claims, damages, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer’s participation in the Volunteer Activities. Volunteer understands that this Release discharges the Released Parties from any liability or claim that Volunteer may have against the Released Parties with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer’s participation in the Volunteer Activities, whether caused by the negligence of the Released Parties or otherwise. Volunteer also understands that the Released Parties do not assume any responsibility for or obligation to provide financial assistance, including but not limited to medical, health or disability insurance.

Without in any way limiting the foregoing, or any other provision of this Release and Waiver of Liability, Volunteer expressly agrees that in no event shall Volunteer look to the insurance carried by any contractor or subcontractor engaged by SBP in connection with any liability, claims, damages or demands asserted by Volunteer.

Medical Treatment Volunteer does hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with Volunteer’s participation in the Volunteer Activities or with the decision by any representative or agent of SBP to exercise the power to consent to medical or dental treatment.

Assumption of the Risk Volunteer understands that the work may include activities that may be hazardous to Volunteer, and that food, accommodations, and medical facilities may be donated to SBP and may be beyond the control of SBP and the other Released Parties. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the activities of Volunteer’s participation in the Volunteer Activities.

I understand that my time with SBP may include activities that may be hazardous to me, including, but not limited to, demolition, loading and unloading of heavy equipment and materials, transportation to and from the disaster site, and working in locations damaged by the effects of a disaster. I recognize and understand that my time with SBP may, in some situations, involve inherently dangerous activities.

Insurance Volunteer understands that the Released Parties do not carry or maintain health, medical, or disability insurance coverage for any volunteer. Volunteer is expected and encouraged to arrive with medical or health insurance coverage in effect.

Photographic Release Volunteer does hereby grant and convey unto SBP all right, title, and interest in any and all photographic images and video or audio recordings made by SBP during Volunteer’s participation in the Volunteer Activities, including, but not limited to any royalties, proceeds or other benefits derived from such photographs or Recordings.

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Other Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that this Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of New York. Volunteer agrees that in the event that any clause or provision of this Waiver and Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release which shall continue to be enforceable. IN WITNESS WHEREOF, Volunteer has executed this Waiver and Release, as of the day and year written above.

**Name:** \_\_\_\_\_

**Group Name:** \_\_\_\_\_ **Dates volunteered:** \_\_\_\_\_ **to** \_\_\_\_\_

**E-mail:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Alternate Phone:** \_\_\_\_\_

**Are you a veteran of the US Armed Forces (circle one)?**      YES      NO

**Are you currently enrolled in a college-level degree-seeking program (circle one)?**      YES      NO

**Signature:** \_\_\_\_\_

**Guardian's Signature (minors):** \_\_\_\_\_