

## **VOLUNTEER WAIVER OF LIABILITY AGREEMENT**

This RELEASE and WAIVER OF LIABILITY executed on this \_\_\_\_\_ day of JULY (the Volunteer) in favor of Pack Your 2017 by Back, Inc. (the Organization), a nonprofit corporation, its directors, officers, employees, agents, contractors and subcontractors, and their respective successors and assigns. Volunteer desires to work as a volunteer for the Organization and participate in the various activities (collectively, the "Volunteer Activities") sponsored by the Organization in carrying out the MARCH FOR PUBLIC EDUCATION ON WASHINGTON, D.C. Volunteer understands that the activities may include, without limitation, directing guests to and from the rally and march site; delivering signage, memorabilia, food and posters at the rally and march site; being transported to and from rally and march site locations; standing outside in warm temperatures for extended periods of time before, after, and during the rally and march; being confronted by individuals and/or groups opposed to the Organization's efforts, and consuming food in the course of such activities. Volunteer with full knowledge of his/her/their rights does hereby freely, voluntarily, and without duress execute this Waiver and Release under the following terms:

<u>Waiver of Worker's Compensation Claims</u> Volunteer intends to participate as a volunteer in organizing and executing the March for Public Education, and will receive no compensation or remuneration for services. Organization 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. 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 Organization in connection with any liability, claims, damages or demands asserted by Volunteer.

<u>Medical Treatment</u> 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 the Organization 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 the Organization and may be beyond the control of the Organization 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.

Volunteer understands that Volunteer's time with the Organization may include activities that may be hazardous to Volunteer, including, but not limited to, warm temperatures, loading and unloading of heavy equipment and materials, transportation to and from the rally/march site, and assembling to protest in numbers exceeding ten thousand. I recognize and understand that my time with the Organization 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 Organization all right, title, and interest in any and all photographic images and video or audio recordings made by Organization 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.

<u>Other</u> 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.

(Signature page below)

IN WITNESS WHEREOF, Volunteer has executed this Waiver and Release, as of the day and year written above.

SIGNATURE OF VOLUNTEER \_\_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

CELLPHONE: \_\_\_\_\_

DATE: JULY -\_\_\_\_\_ - 2017

I WAS BRIEFED AND FULLY UNDERSTAND THE INHERENT RISKS ASSOCIATED WITH MY PARTICIPATING AS A VOLUNTEER AT THE MARCH FOR PUBLIC EDUCATION.

\_\_\_\_\_ (PLEASE INITIAL HERE)

If Volunteer is under the age of 18, the following signature is required.

PARENT OR GUARDIAN

(Signature)

NAME

(Print Name)

RELATIONSHIP: \_\_\_\_\_