

# BROOKLYN BRIDGE PARK CONSERVANCY

## Volunteer Program - Waiver and Release of Liability



I choose to participate, or as Parent/Legal Guardian of the minor child named below, I give my permission for my child ("Participant") to participate, in volunteer activities held in Brooklyn Bridge Park. I have read and/or listened to and understand the detailed program overview and requirements provided to me with respect to the Volunteer program ("Program") in which I or the Participant is participating and agree to the following for myself and on behalf of the Participant:

1. I understand that I am volunteering for Brooklyn Bridge Park Conservancy in or around Brooklyn Bridge Park and that I am not paid for my services.
2. I agree to maintain confidentiality of records and information regarding the Brooklyn Bridge Park Conservancy and the Brooklyn Bridge Park Corporation, its members, staff, and other volunteers.
3. I understand that I am responsible for my own behavior, and will only perform volunteer work that I feel comfortable and safe doing. I certify that I am physically fit and capable of participating in the Program and that I do not have any condition, sickness or disease that would impair my ability to participate in the Program or that presents any danger to my well-being as the result of such participation.
4. I agree not to leave the work site without first informing my supervisor.
5. If I am injured while performing my assigned duties as a Brooklyn Bridge Park Conservancy volunteer, I agree to notify my supervisor immediately.
6. I acknowledge and fully understand that I will be engaging in activities, including, but not limited to, gardening, trash pickup, greeting visitors, and other land and water-based activities that involve risk of damage to personal property or serious injury, including drowning, permanent disability and death, and severe social and economic losses which might result not only from the my own actions, inactions or negligence, but the actions, inactions or negligence of others, the condition of the premises or of any equipment, including maintenance and gardening equipment used, water hazards, contact with others, animals, boat wakes and hazardous materials such as broken glass, condoms and syringes, and the effects of weather, including heat, humidity, cold and/or precipitation. Further, there may be other risks not known or not reasonably foreseeable at this time.
7. I release, waive and discharge the Brooklyn Bridge Park Conservancy, Brooklyn Bridge Park Corporation d/b/a Brooklyn Bridge Park, Empire State Development Corporation, Brooklyn Bridge Park Development Corporation, the State of New York, and the City of New York, and their respective commissioners, directors, officers, employees, agents, successors and assigns, all of which are hereinafter referred to as "Releasees", from any and all liability to me, my heirs and next of kin or any other person, for any and all claims, demands, losses, or damages, including death or damage to property, which, in whole or in part, arise from, relate to, or are alleged to arise from or relate to the Program, any and all related events and activities in which I am participating or the facilities or equipment used by me or by others, or are caused or alleged to be caused in whole or part by the negligence of the Releasees or otherwise, I covenant not to sue the Releasees with respect thereto and I agree to hold harmless and indemnify the Releasees against any liability, costs, claims or damages incurred by them as a result thereof. I assume all the foregoing risks (known and unknown) and accept personal responsibility for all expenses, medical or otherwise, following any such damages, injury, permanent disability or death.
8. I consent to emergency treatment in the event of injury or illness while participating in the Program.
9. I authorize and give consent to the Brooklyn Bridge Park Conservancy and the Brooklyn Bridge Park Corporation to copyright or publish all photographs or videotape in which I appear while enrolled as a volunteer in their Program. I agree that the Brooklyn Bridge Park Conservancy and the Brooklyn Bridge Park Corporation may transfer, use or cause to be used, these photographs or videotapes for any and all exhibitions, public displays, commercials, art and advertising purposes without limitations or reservation.

This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

I HAVE READ THE ABOVE WAIVER AND RELEASE, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND SIGNED IT VOLUNTARILY. I HEREBY DECLARE THAT I AM OF LEGAL AGE (18+) AND AM COMPETENT TO SIGN THIS AGREEMENT.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_ Relationship to self: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

AS PARENT OR LEGAL GUARDIAN, I AM SIGNING THIS DOCUMENT ON BEHALF OF MY MINOR CHILD AND AGREE TO BE SPECIFICALLY BOUND TO ALL THE TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE. I HAVE READ THE WAIVER AND RELEASE, FULLY UNDERSTAND THE TERMS HEREIN, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND SIGNED IT VOLUNTARILY.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Minor's Name: \_\_\_\_\_ Minor's Date of Birth: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_ Relationship to Child: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_