

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. As a result of the COVID-19 public health crisis, the Conservancy has put into place a number of measures to ensure the safety and health of its staff, the public and individuals seeking to volunteer with the Conservancy as well as to help control the spread of COVID-19. By agreeing to become a volunteer for the Conservancy, I make the following representations and additionally agree to follow the suggested guidance of the Center of Disease Control (CDC) and local public health authority and the Conservancy's policies and procedures to reduce the spread of Novel Coronavirus, or COVID-19 as follows:
 - a) I am not experiencing symptoms of illness associated with COVID-19 (i.e. shortness of breath, fever, cough, etc.), have not experienced those symptoms in the 14 days preceding my volunteer date, and have not had any known contact with a person confirmed or suspected to have COVID-19 in the past 14 days.
 - b) I agree to inform the Conservancy if I have been diagnosed with COVID-19 after volunteering with the Conservancy.
 - c) I understand that the City of New York has stipulated that volunteers who have a chronic health condition, including lung disease, moderate to severe asthma, heart disease, obesity, diabetes, kidney disease, liver disease, cancer or a weakened immune system should not sign up to volunteer.
 - d) If I begin to experience any symptoms of COVID-19 while participating in a volunteer project I will inform the Conservancy and immediately end my participation as a volunteer.
 - e) I agree to practice safe hand and respiratory hygiene and otherwise to adhere to all of the Conservancy's safety rules during my participation in all volunteer projects or activities. Upon arrival for my volunteer shift, I will sanitize my hands by using a hand sanitizer or equivalent provided by the Conservancy or wash my hands with soap and water for a minimum of 20 seconds after using the restroom, sneezing, and coughing, and before eating or preparing meals or materials for distribution.
 - f) I agree to wear surgical face masks or improvised masks such as scarves, bandanas, and handkerchiefs all times while I am participating in a volunteer program or activity to reduce the risk of exposure to myself and others.
 - g) I agree to adhere to the Conservancy's social distancing policy, maintaining 6-feet from others at all times. This will be required for all visitor to visitor contact as well to limit exposure.
2. 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.
3. 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.
4. 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.
5. I agree not to leave the work site without first informing my supervisor.
6. If I am injured while performing my assigned duties as a Brooklyn Bridge Park Conservancy volunteer, I agree to notify my supervisor immediately.

7. 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 the exposure to people with infectious diseases, maintenance and gardening equipment used, water hazards, contact with others, animals, boat wakes, climbing on rocks 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. I understand that the Conservancy is not responsible for any potential exposure to Novel Coronavirus, or COVID-19.
8. 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.
9. I consent to emergency treatment in the event of injury or illness while participating in the Program.
10. 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, RELEASE, AND COVID 19 AGREEMENT, 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 (18 YEARS AND UNDER) AND AGREE TO BE SPECIFICALLY BOUND TO ALL THE TERMS AND CONDITIONS OF THIS WAIVER, RELEASE, AND COVID 19 AGREEMENT. I HAVE READ THE WAIVER, RELEASE, AND COVID 19 AGREEMENT AND FULLY UNDERSTAND THE TERMS HEREIN, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND SIGNED IT VOLUNTARILY. I UNDERSTAND THAT, IF MY MINOR CHILD IS 16 YEARS OLD OR YOUNGER, I MUST BE PRESENT WITH MY CHILD DURING THE ACTIVITY AT ALL TIMES. IF MY CHILD IS A PARTICIPANT OF A SCHOOL GROUP, THEIR TEACHER WILL ACT AS GUARDIAN ON MY BEHALF.

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: _____