

Capital Area Greenbelt Association

Volunteer Participant Release and Waiver of Liability

I, the undersigned "Participant," hereby execute this Release and Waiver of Liability ("Release") in favor of the Capital Area Greenbelt Association ("CAGA"), an IRS 501(c)(3) non-profit organization that serves as a steward of the Capital Area Greenbelt trail that circumnavigates the City of Harrisburg, Pennsylvania, having its principal office at the office at P.O. Box 15405, Harrisburg, Pennsylvania 17105-5405.

CAGA is committed to conducting its programs, services, activities, and volunteer work in a safe manner and holds the safety of Participants involved in volunteer activities in the highest regard. However, Participants and parents/guardians of minor Participants must recognize that there is an inherent risk of injury when choosing to volunteer in performing and/or otherwise assisting ("Volunteer Activities") CAGA.

I hereby freely and voluntarily, without duress, execute the following Release and Waiver of Liability that applies to any and all Volunteer Activities of CAGA for which Participant directly or indirectly participates:

1. **Warning of Risk.** I hereby understand that Volunteer Activities often challenge and engage the physical, mental, and/or emotional resources of Participants. There may be a risk of serious injury when acting as a Participant. All hazards and dangers cannot be foreseen. Certain risks, dangers, and injuries may exist due to slips and falls, poor skill level or conditioning, carelessness, horseplay, premises defects, inadequate or defective equipment, inadequate supervision or instruction, and other risks inherent to Volunteer Activities. If the Volunteer Activities involve disaster recovery and/or cleanup there may be additional risks such as, but not limited to, exposure to toxins, harmful organic materials, mold, mildew and other fungi, viruses, bacteria and other pathogens, harmful plants, insects, arachnids and other wildlife (including venomous species), dangerous or uncontrolled domesticated animals, and other organisms or chemicals. If Volunteer Activities are in conjunction with law enforcement, Participant is hereby warned that Participant may encounter dangerous and/or violent individuals. I understand and fully accept any and all risks presented by and relating to the COVID-19 (coronavirus) pandemic, and I agree to waive and release all claims related thereto.
2. **Waiver and Release.** I, the Participant, release, forever discharge, and hold harmless CAGA, its board, and its agents from any claim or liability that I, the Participant, may have against CAGA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my participation in Volunteer Activities. I also understand that CAGA does not assume any responsibility or obligation to provide financial or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death or property damage.
3. **Insurance.** I understand that I am encouraged to carry personal liability and health insurance prior to registering for Volunteer Activities with CAGA. CAGA expressly disclaims responsibility for providing me with any insurance coverage whatsoever.
4. **Assumption of Risk.** I understand and expressly assume all the dangers incident to taking part in the Volunteer Activities, and hereby release all claims, including but not limited to, personal injury, property damage or destruction, and death, whether caused by negligence, breach of contract or otherwise, and whether for bodily injury, property damage or loss otherwise, which I may ever have against CAGA. Participating in Volunteer Activities for CAGA is entirely optional and my own free choice. I further understand that it is my responsibility to ensure the safety of any equipment used and to operate it properly, and that CAGA and its board, staff, and representatives assume no responsibility for the condition of such equipment, its operation, or safety of the activities involved in any Participant assignment. I further warrant that my health and physical condition are sufficiently good to allow me to participate without danger to myself or others. In this regard, I understand that it is impossible for CAGA to guarantee absolute safety.

5. **Photography.** I hereby authorize CAGA all publishing rights to or including my likeness and/or my minor child and/or my pet, either jointly or severally, with images recorded of me by CAGA in connection with Volunteer Activities. I grant all rights to CAGA to use said images, including but not limited to the following mediums: print, online, social media sites and marketing materials, recognizing said images may be utilized to promote services and/or products provided by CAGA. I hereby waive all claims against and otherwise release and hold harmless CAGA from all claims related to the use of said images. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever upon me, my heirs, my estate, or any other legal interest which I may have or which may present a claim on my behalf. I hereby release CAGA and all other parties involved in the creation or publication of marketing materials for self-promotion of CAGA from any claim or liability related to images recorded by CAGA in connection with my participation in Volunteer Activities.
6. **Other.** I expressly agree that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania, and that this Release and Waiver of Liability shall be governed by and interpreted in accordance with such laws. I agree that in the event that any clause or provision of this Release and Waiver of Liability 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 Release and Waiver of Liability which shall continue to be enforceable.

On behalf of myself, my executors, administrators, heirs, next of kin, successors, etc.:

Participant's Signature _____ Date: _____

Print Name: _____

Participant's Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

(Participant must be 18 years or older, or parent/guardian signature is required.)

I hereby certify that I am the parent or guardian of the minor child listed above and that I have reviewed the contents of this Release and Waiver of Liability and join therein on behalf of the minor and as a party thereto.

Parent/Guardian Signature _____ Date: _____

Print Name: _____

Parent/Guardian Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

Received by Capital Area Greenbelt Association on _____ by _____