

Important: Each volunteer must sign the "Release and Waiver Liability" before working Philipsburg Revitalization site. Read this waiver very carefully before you sign.

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the "Release") executed on this day of _____ by in favor of PHILIPSBURG REVITALIZATION CORP, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, USA, its directors, officers, employees, agents, successors and assigns (collectively, "PRC").

The individual desires to volunteer for Philipsburg Revitalization and engage in the activities related to being a volunteer (the "Activities"). I, the volunteer hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. Waiver and Release. I, the volunteer release and forever discharge and indemnify and hold harmless The PRC from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my Activities at The PRC. I, the volunteer understand and acknowledge that this Release PRC from any liability or claim that volunteer may have against PRC with respect to bodily injury, personal injury, illness, death, or property damage that may result from my Activities with PRC, whether caused by the negligence of PRC or otherwise. It is also understood that PRC does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.

2. Insurance. I, the volunteer understand that PRC does not carry or maintain health, medical, or disability insurance coverage for any volunteer. I expressly waive any such claim for compensation or liability on the part of PRC in the event of such injury or medical expense.

3. Medical Treatment. I, the volunteer hereby release and forever discharge PRC from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with my Activities with PRC.

4. Assumption of Risk. I, the volunteer understand that the time with PRC may include activities that may be hazardous to me including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, transportation to and from work sites, consuming food available or provided, and potential exposure to hazardous materials. Also I, the volunteer, recognize and understand that the time with PRC may, in some situations, involve inherently dangerous activities. As the volunteer, I hereby expressly assume the risk of injury or harm in these activities and release PRC from all liability for injury, illness, death or property damage resulting from these activities and from my Activities at THE PHILIPSBURG REVITALIZATION CORP. I further acknowledge that I have read and that I understand the "Rules to Build By" I have been provided, and that I will adhere to those and to all instructions given to me by PRC.

5. Photographic Release. As the volunteer, I grant and convey unto PRC all right, title, and interest in any and all photographic images and video or audio recordings made by PRC during my Activities with PRC (the "Materials"), including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings, and I grant PRC the unrestricted right and permission to use the Materials for any lawful purpose whatsoever. I waive any right of publicity or privacy I might have with respect to such Materials.

6. Other. As the volunteer I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania, USA, and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, USA. I agree that in the event that any clause or provision of this 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 release, which shall continue to be enforceable. Further, a waiver of a right under this Release does not prevent the exercise of any other right.

To express my understanding of this Release, I sign here.

Name of Volunteer _____ Date _____

Signature of Volunteer _____ Witness _____

Street Address _____ Phone _____

City, State Zip _____ Email _____

Organization _____

Emergency Contact _____ Phone _____

Medical Conditions _____

If volunteer is 16 or 17 years of age (minor), this Release and Waiver of Liability must be signed by a parent or guardian.

Name of Parent/Guardian _____ Date _____

Signature of Parent/Guardian _____ Witness _____