

UNITED WAY OF ALLEGHENY COUNTY

2009 DAY OF CARING NONPROFIT ORGANIZATION WAIVER AND RELEASE

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

THIS WAIVER AND RELEASE AGREEMENT (“Agreement”) is entered into as of _____, 2009 by _____ (“Organization”) in favor of the United Way of Allegheny County (the “UWAC”) and each of its present and former officers, directors, members, employees, representatives, agents, affiliates, successors, assignees and all persons acting by, through, under or on behalf of the UWAC (collectively, the “Representatives” and together with UWAC, the “United Way”).

In consideration of the services to be provided by the United Way to the Organization at, related to, or in connection with the 2009 Days of Caring (the “Services”) to be held in the Greater Pittsburgh area of Pennsylvania, the Organization hereby agrees as follows:

Section 1. RELEASE; WAIVER OF CLAIMS

The Organization fully releases and forever discharges the United Way from any and all claims, demands, causes of actions (in law or in equity), damages, liens or liability of any nature whatsoever for any act or omission of the United Way in connection with or relating directly or indirectly to the Services. The Organization agrees never to commence, prosecute, assist in any way, or cause to be commenced or prosecuted any action at law, suit in equity, or any other proceeding, including without limitation any claim, demand, cause of action, obligation or liability that the Organization has, had or claims to have against the United Way, in connection with or relating directly or indirectly to the Services.

Section 2. LIMITATION OF LIABILITY

The Organization agrees that the Organization’s exclusive remedy for any damages incurred with respect to the Services is limited solely to a refund of the amount, if any, the Organization has paid UWAC for the Services. IN NO EVENT SHALL THE UNITED WAY, ITS CONTRACTORS (INCLUDING THIRD PARTIES PROVIDING SERVICES ON BEHALF OF UWAC) OR ANY VOLUNTEERS ASSISTING IN THE PROVISION OF THE SERVICES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA INCURRED BY THE ORGANIZATION OR ANY THIRD PARTY, EVEN IF UWAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES. The foregoing shall apply regardless of the negligence or other fault of the United Way and regardless of whether such liability sounds in contract, negligence, tort, or any other theory of legal liability.

Section 3. DISCLAIMER OF WARRANTIES

The Organization agrees that all of the Services are provided on an “as is” and “as available” basis and that use of the Services is solely at the Organization’s own risk. The United Way expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. The United Way makes no warranties regarding any goods or services, nor any warranty as to the accuracy or reliability of any information, obtained through or in connection with the Services. No advice or information obtained by the Organization from the United Way, whether oral or written, shall create any warranty.

Section 4. INDEMNITY

The Organization shall indemnify, defend and hold harmless the United Way from and against any and all liabilities, claims, losses, damages, costs and expenses (including without limitation attorneys’ fees and expenses) arising out of any action, suit or proceeding brought against the United Way by a third party relating to, in connection with or arising from the Organization’s use of the Services. The United Way shall have the right to participate in any defense by the Organization of a third-party claim related to the Services with counsel of the United Way’s choice and at the United Way’s own expense. The Organization must obtain the United Way’s prior written consent prior to entering into any related settlement.

Section 5. EMPLOYERS

The Organization acknowledges that the Services are not reviewed by, conducted under the supervision of, or related in any manner to any employer of any Representative (“Employer”) and agrees that each waiver, release and limitation of liability contained in this Agreement shall extend to any Employer.

Section 6. REPRESENTATIONS AND WARRANTIES

The Organization hereby represents and warrants that: (i) it has the power and authority to enter into the Agreement; (ii) it has obtained all necessary organizational approvals to enter into and execute the Agreement; and (iii) it has the rights and abilities to perform its obligations hereunder.

Section 7. GOVERNING LAW

The Organization expressly agrees that this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws.

Section 8. MODIFICATION

This Agreement may not be altered, amended, modified, or otherwise changed in any respect except by a writing duly executed by an authorized representative of each of UWAC and the Organization; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

Section 9. CAPTIONS AND SECTION HEADINGS

The captions and section headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

Section 10. SEVERABILITY

Volunteer expressly agrees that this Agreement is intended to be as broad and inclusive as lawfully permitted and that, in the event that any clause or provision shall be held to be invalid by any court of competent jurisdiction, that provision shall be deemed modified so as to be valid and enforceable to the full extent lawfully permitted and, further, the invalidity of any clause or provision shall not otherwise affect the validity or enforceability of the remaining clauses and provisions.

IN WITNESS WHEREOF, the Organization has executed this Agreement as of the day and year first above written. By signing this Agreement, the undersigned represents to UWAC that he or she has been duly elected and legally holds the office set below his or her name and has the authority to execute this Agreement on behalf of this Organization.

Organization: _____
By: _____
Title: _____