

# **UNITED WAY OF ALLEGHENY COUNTY**

## **2009 DAY OF CARING VOLUNTEER WAIVER AND RELEASE**

(to be signed by volunteers and returned to UWAC)

**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 \_\_\_\_\_ (“Volunteer”) in favor of the \_\_\_\_\_ (“Agency”), United Way of Allegheny County (“UWAC”), and each of their present and former officers, directors, members, employees, representatives, agents, affiliates, successors, assignees and all persons acting by, through, under or on behalf of each of them (collectively, the “Representatives”, and together with the Agency and UWAC, the “Sponsors”).

Volunteer desires to participate in activities sponsored or conducted by the Sponsors related to, or in connection with the 2009 Days of Caring (the “Activities”) to be held in the Greater Pittsburgh area of Pennsylvania.

Volunteer, with full knowledge of his or her rights, freely, voluntarily and without duress executes this Agreement and in consideration of Volunteer being allowed to participate in the Activities, hereby agrees as follows:

### **Section 1. ASSUMPTION OF RISK**

Volunteer understands and acknowledges that participating in the Activities may be dangerous and expose Volunteer to a variety of foreseen and unforeseen hazards and risks and that Volunteer may suffer injury or even death while participating in the Activities. Neither the Agency nor UWAC make any representation as to the likelihood of such hazards or risks. Volunteer hereby expressly and specifically assumes all risk of injury or harm attributable to Volunteer’s participation in the Activities, whether resulting from the actions or inaction on the part of Volunteer, the Sponsors, or other participants in the Activities.

### **Section 2. RELEASE; WAIVER OF CLAIMS; INDEMNIFICATION**

2.1 General Release and Waiver. Volunteer releases, holds harmless and forever discharges the Sponsors from any and all liability, claims, demands, causes of action or obligations of whatever kind or nature, either in law or in equity, for the intentional or negligent acts or omissions of the Sponsors in connection with the Activities and/or on account of any first aid, treatment or service rendered in connection with Volunteer’s participation in the Activities and Volunteer 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 that Volunteer has, had or claims to have against the Sponsors in connection with or relating directly or indirectly to Volunteer’s participation in the Activities. VOLUNTEER UNDERSTANDS THE CONSEQUENCES OF THIS AGREEMENT AND IT IS THE INTENTION OF VOLUNTEER BY THIS RELEASE AND WAIVER TO EXEMPT AND RELIEVE THE SPONSORS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, ILLNESS, WRONGFUL DEATH OR OTHER LIABILITY RESULTING DIRECTLY OR INDIRECTLY FROM VOLUNTEER’S PARTICIPATION IN THE ACTIVITIES.

2.2 Waiver of Worker’s Compensation Claims. Volunteer intends to participate as a

volunteer in the Activities and will receive no compensation or remuneration for services and Volunteer acknowledges that he or she is not an employee. Volunteer understands that worker's compensation insurance is not available to volunteers and that the Sponsors do not provide worker's compensation insurance for volunteers.

2.3 Indemnification. Volunteer agrees to indemnify and defend the Sponsors from any claims, damages, injuries or losses caused by Volunteer's negligence while participating in any Activity.

**Section 3. INSURANCE**

Volunteer understands the Sponsors do not assume any responsibility for or obligation to provide financial assistance, including without limitation medical, health, disability or liability insurance. Volunteer understands that the Sponsors do not carry or maintain any health, medical, disability or liability insurance coverage for any volunteer.

**Section 4. PUBLICITY RELEASE**

Volunteer hereby grants Sponsors the non-exclusive, royalty-free and unrestricted right to use Volunteer's name and image in connection with the publicity and promotion of the Activities and other uses related to the work and purposes of the Agency and UWAC.

**Section 5. MISCELLANEOUS**

5.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws.

5.2 Blue Pencil; 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.

5.3 Assignment. This Agreement is binding upon Volunteer's heirs, executors, administrators and assigns and includes any minors accompanying Volunteer.

Volunteer acknowledges that he/she has read and understands all the provisions and the legal consequences of this Agreement and agrees to abide by the terms and conditions thereof.

**IN WITNESS WHEREOF**, Volunteer has executed this Agreement as of the day and year first above written.

Signed: \_\_\_\_\_.

Print Name: \_\_\_\_\_.

Home Address: \_\_\_\_\_.

Email: \_\_\_\_\_.