

Volunteer Participant Release and Waiver of Liability

I, the undersigned "Participant" hereby execute this Release and Waiver of Liability ("Release") in favor of the Board of Commissioners of the County of Carbon ("County"), a County of the Sixth Class in the Commonwealth of Pennsylvania, governed under the County Code, Act of August 9, 1955, P.L. 323, No. 130, as amended, 16 P.S. §101 *et seq.*, having its principal office at the office of the County Commissioners, Courthouse Annex, Jim Thorpe, PA 18229.

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

I hereby freely and voluntarily, without duress, execute the following Release and Waiver of Liability:

- 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.
- 2. Waiver of Release.** I, the Participant, release, forever discharge, and hold harmless the County, its Commissioners, Directors, Officers, employees and agents, from any claim or liability that I, the Participant, may have against the county 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 the county 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 the County. The County 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 its 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 the County. Participating in Volunteer Activities of the County 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 the County and its staff and 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 the County to guarantee absolute safety.

5. **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.

By signing below I hereby consent to and authorize Carbon County to conduct a criminal background check if deemed necessary. On behalf of myself, my executors, administrators, heirs, next of kin, successors, assigns, etc.:

Participant's Signature _____ Date _____

Print Name: _____

Participant's Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____