

The Town of Bedford
321 Bedford Road
Bedford, New York 10507

VINE CUTTERS PROJECT
VOLUNTEER LIABILITY WAIVER

I, the undersigned, in consideration for permission to act as a volunteer for, or to participate in the VINE CUTTERS PROJECT (the "Project") conducted by the Town of Bedford Conservation Board to remove invasive vines at the Beaver Dam Sanctuary, which is owned by the Beaver Dam Sanctuary, Inc. ("BDS"), agree as follows:

VOLUNTEER RELATIONSHIP

I understand I am not a contractor, employee or agent of the Town of Bedford or BDS and I am providing assistance solely as a volunteer to work on the Project. I understand I am not entitled to receive any salary or employee benefits such as insurance, workers' compensation, or paid leave. I understand the Project will be coordinated through the Town of Bedford Conservation Board, including planning, scheduling and project management.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

I understand and acknowledge that I am voluntarily engaging in the Project. The Project involves both known and unanticipated risks that could result in physical or mental injury, death, illness, disease, or property damage to me or to third parties. These risks apply equally regardless of whether I use my own personal tools or equipment or those provided by the Town of Bedford, if any, or tools belonging to any other person. Injuries may result from accident, malfunction, misuse, or mishandling of tools or equipment. The activities of the Project may take place in varied settings including but not limited to high bluffs, steep hills, ridges, ditches, and along streams, lakes, and rivers. Slips or falls may result in severe injury or drowning. Exposure to natural elements can be uncomfortable or harmful. Temperature and weather extremes may result in sunburn, dehydration, heat exhaustion, heat stroke, hyperthermia, frostbite, or hypothermia. Poisonous or dangerous plants, insects, or animals may cause injury or allergic reactions. Accidents may occur during travel in vehicles to and from activity sites. I understand and expressly acknowledge that these risks may result in injury, death, illness, disease, or damage to property or to me or third parties.

I understand and acknowledge that the above lists are not complete and that other risks may also result in injury, death, illness, disease, or damage to property or to me or third parties. I expressly accept all of the risks involved with the activities of the Project. My participation in the Project is purely voluntary, and I elect to participate even though I am aware of the risks. I agree to adhere to all safety instructions and recommendations given by the Town of Bedford Conservation Board and abide by any rules of the Beaver Dam Sanctuary. Nothing in this section shall be construed to be an implied grant of authority to use any items that are otherwise prohibited during Project activities or engage in activities not otherwise permitted by the Beaver Dam Sanctuary.

RELEASE

I, on behalf of myself, my personal representatives, and my heirs voluntarily agree to release, waive, discharge, indemnify, defend, hold harmless and agree not to sue the Town of Bedford, its elected officials, officers, directors, employees, agents, assigns and volunteers, and BDS, its officers, directors, trustees, employees, agents and assigns, from any and all claims, actions, liabilities, demands, suits, costs or losses (including

attorney's fees and expenses) for bodily injury, property damage, wrongful death, loss of services, personal income and otherwise which may arise out of my participation or my child's participation in the Project, except for those directly resulting from the gross negligence of intentional actions of the Town of Bedford, its elected officials, employees, agents, and representatives and BDS, its officers, directors, trustees, employees, agents and assigns. I specifically understand I am releasing, discharging and waiving any claims or actions I may have presently or have in the future for all actions, omissions or other conduct by the Town of Bedford, its elected officials, officers, directors, employees, agents, assigns and volunteers and BDS, its officers, directors, trustees, employees, agents and assigns.

WAIVER OF LIABILITY RELATING TO COVID-19

I hereby acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to, or infected by COVID-19 during Project activities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Town employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation in the Project. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Town of Bedford, its elected officials, employees, agents, and representatives or and BDS, its officers, directors, trustees, employees, agents and assigns, of and from any claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Town of Bedford, its employees, agents, and representatives, or BDS, its officers, directors, trustees, employees, agents and assigns, whether a COVID-19 infection occurs before, during, or after participation in the Project.

MEDICAL TREATMENT

If my child requires medication for any reason, it is my child's sole responsibility to bring such medication with him/her when participating in the Project and to inform the Town of Bedford, its elected officials, officers, directors, employees and volunteers of my child's condition before participating in the above mentioned program.

In event of injury, I give my permission for the individual named to be taken to a hospital, for treatment to include the evaluation of injury, x-ray and needed medical care. I, the undersigned, understand that I will be responsible for all the costs for the medical care of my child and myself.

CONSENT TO USE OF PHOTOGRAPHS.

I hereby consent to the Town of Bedford's use of any photograph or digital depiction containing my picture, image, or likeness in connection with Town of Bedford's advertisement of or publicity for the Town of Bedford Conservation Board or the Project and agree that no compensation shall be paid by Town of Bedford in connection with such use.

ENTIRE AGREEMENT

This Waiver and Release of Liability contains the entire agreement between the parties to this agreement and the terms of this Waiver and Release of Liability are contractual and not a mere recital.

PARENT/GUARDIAN'S SIGNATURE FOR MINOR

If I am signing this release on behalf of my minor child, I agree that every reference to I, me, or my in this release shall include my child, as well as me, the parent/guardian of said child. I further agree that, to the fullest extent allowed by law, my child shall be subject to the terms of this release as if they had signed it themselves.

OTHER

I further state that I have signed this Waiver and Release of Liability freely and without an inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement/release agreement is held to be invalid, the balance notwithstanding, shall continue to be in full force and effect.

MY SIGNATURE BELOW INDICATES:

- (1) I HAVE READ THE ENTIRE DOCUMENT;
- (2) I UNDERSTAND IT COMPLETELY; and
- (3) I VOLUNTARILY AGREE TO BE BOUND BY ITS TERMS

Participant Name _____ Birthdate _____ Male / Female (Circle) Current Grade _____

Street Address _____ City _____ Zip _____

VOLUNTEER SIGNATURE: _____

Primary Guardian (Please print)

Last Name _____ First Name _____

Street Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____

Email _____

Emergency Contact _____ Relationship _____

Home Phone _____ Work Phone _____ Cell Phone _____

PARENT OR GUARDIAN SIGNATURE IF PARTICIPANT IS UNDER THE AGE OF 18

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE:

PARENT OR GUARDIAN SIGNATURE: _____ DATE: _____