

Dauphin County

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 Dauphin ("County"), a County of the Third 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, 4th floor, Dauphin County Administration Building, 2 South Second Street, Harrisburg, Pennsylvania 17101.

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 and parents/guardians of minor 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. If the Volunteer Activities involve disaster recovery and/or cleanup there may be additional risks such as, but not limited to, exposure to toxins, harmful organic materials, mold, mildew and other fungi, viruses, bacteria and other pathogens, harmful plants, insects, arachnids and other wildlife (including venomous species), dangerous or uncontrolled domesticated animals, and other organisms or chemicals. If Volunteer Activities will be at the Dauphin County Prison, Participant is hereby warned that the property is a place of confinement for individuals who been charged with crimes (including violent crimes) and are awaiting trial and/or have been convicted of crimes (including violent crimes) and are serving their sentences. Inmates confined in the Prison are permitted to move freely, without restraints, in some areas within which Participant may be present. If Volunteer Activities are in conjunction with law enforcement, Participant is hereby warned that Participant may encounter dangerous and/or violent individuals.
- 2. Waiver and 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 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 for 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 representatives assume no responsibility for the condition of such equipment, its operation, or 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.

Participant's Signature _____ Date: _____

Print Name: _____

Participant's Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

(Participant must be 18 years or older, or parent/guardian signature is required.)

I hereby certify that I am the parent or guardian of the minor child listed above and that I have reviewed the contents of this Release and Waiver of Liability and join therein on behalf of the minor and as a party thereto.

Parent/Guardian Signature _____ Date: _____

Print Name: _____

Parent/Guardian Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

OFFICIAL USE ONLY

Received by Dauphin County on _____ by _____, _____
(DATE) (DEPARTMENT DIRECTOR) (DEPARTMENT)