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ENVIRONMENTAL EDUCATION CENTER

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Somerset County Park Commission Release, waiver, and participation agreement for <u>Adults</u> Volunteering at the environmental education center

- 1. <u>Assumption of Risk</u> I acknowledge that volunteering at the Environmental Education Center may entail known and unanticipated risks, which could result in physical injury, death or property damage. I understand that such risks can not be eliminated without jeopardizing the essential qualities of the activity. These risks may also occur as a result of my own actions, inactions or negligence, as well as actions, inactions or negligence of others, weather conditions, condition of equipment, condition of the facilities and grounds, natural disaster, national disaster, and any first aid emergency treatment which may be administered. There may also be other risks that are not foreseeable at this time.
- 2. <u>Release</u> As part of the consideration for my volunteering at the Environmental Education Center, I release, discharge, and hold harmless the Somerset County Park Commission, the County of Somerset, any director, officer, employee, or any person acting in any capacity on their behalf (hereinafter collectively referred to as "SCPC") from all demands, causes of action, suits contracts, agreements, obligations, covenants, defenses, costs, liabilities and judgments, whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, which I might have against the SCPC, arising from my participation as a volunteer.
- 3. <u>Waiver and Indemnification</u> I hereby waive all claims and demands against the SCPC for any loss, damage, injury (including death) or claim of any kind arising from, related to or caused by my volunteering and agree to indemnify, defend, and hold harmless the SCPC from all loss, liability, damages, costs, and expenses (including actual attorney's fees) arising from or related to same.
- 4. <u>Photography/Video</u> In agreeing to participate as a volunteer, I understand that my photograph/video may appear in publicity or brochures marketing SCPC programs and facilities. I understand that there are no rights granted to me or my dependents to inspect or approve photographs/video prior to publication.
- 5. <u>**Term</u>** I have read this Agreement and agree to be bound by its terms. This Agreement shall be effective for all volunteer activities at the Environmental Education Center in which I participate throughout the entire **2022** calendar year. I freely execute this document.</u>

Dated:

Signature of Volunteer

Name – Please Print