

## RELEASE AND WAIVER OF LIABILITY

*Please Read Carefully: This document affects your legal rights.*

This Release and Waiver of Liability (the "Release") executed on today's date \_\_\_\_\_  
(month) (day) (year)

by \_\_\_\_\_, an **ADULT** (the "Volunteer"),

in favor of Westmoreland Sanctuary, a New York nonprofit corporation, its directors, officers, employees, and agents (collectively, "Westmoreland Sanctuary").

The Volunteer desires to serve as a volunteer for Westmoreland Sanctuary and engage in work and other activities related to volunteering. As lawful consideration for the opportunity to serve as a volunteer for Westmoreland Sanctuary, the Volunteer agrees to all the terms and conditions set forth in this Release. The Volunteer agrees, as a condition to volunteering at Westmoreland Sanctuary, to abide by all rules and regulations of Westmoreland Sanctuary, as may be posted, presented and/or otherwise communicated or available to the Volunteer from time to time.

The Volunteer understands that the activities involved in volunteering for Westmoreland Sanctuary (including travel to and from the volunteer work site) may be hazardous and involve the risk of serious injury and/or death and/or property damage. The Volunteer acknowledges that any injuries that the Volunteer sustains may be compounded by negligent emergency response or rescue operations by Westmoreland Sanctuary or other emergency response agencies, and may lead to consequential damage. The Volunteer acknowledges that the Volunteer is voluntarily participating in the activities with knowledge of the danger involved and hereby agrees to accept and assume any and all risks of injury, death or property damage, whether caused by the negligence of Westmoreland Sanctuary and its employees or agents or otherwise.

The Volunteer does hereby freely, voluntarily and without duress execute this Release under the following terms:

**1. Waiver and Release.** The Volunteer does hereby expressly and unconditionally release and forever discharge and hold harmless, Westmoreland Sanctuary and its officers, employees, agents, successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's work for Westmoreland Sanctuary. **THIS RELEASE INCLUDES ANY DAMAGE, LOSS OR INJURY THAT IS CAUSED BY ANY ACT OR OMISSION ON THE PART OF WESTMORELAND SANCTUARY, INCLUDING ANY NEGLIGENT CONDUCT OF WESTMORELAND SANCTUARY AND ITS EMPLOYEES, OFFICERS AND AGENTS** (but not including any gross negligence or willful misconduct).

Volunteer understands that this Release discharges Westmoreland Sanctuary from any liability or claim that the Volunteer may have against Westmoreland Sanctuary with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's work for Westmoreland Sanctuary, whether caused by the negligence of Westmoreland Sanctuary or its officers, directors, employees, or agents or otherwise. The Volunteer also understands that Westmoreland Sanctuary does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.

**2. Medical Treatment.** In the event Volunteer is injured at the Westmoreland Sanctuary volunteer work site and is unable to call for emergency medical care, Volunteer hereby authorizes Westmoreland Sanctuary to seek or provide emergency medical care to the extent that Westmoreland Sanctuary considers advisable. Volunteer does hereby release and forever discharge Westmoreland Sanctuary from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment, emergency response or service rendered or not rendered in connection with the Volunteer's work at or travel to Westmoreland Sanctuary.

**3. Assumption of the Risk.** Volunteer understands that the work for Westmoreland Sanctuary may include activities that may be hazardous to the Volunteer.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases Westmoreland Sanctuary from all liability for injury, illness, death or property damage resulting from the activities for the Volunteer's work for Westmoreland Sanctuary.

4. **Insurance.** Volunteer understands that Westmoreland Sanctuary does not provide insurance coverage of any kind to volunteers, and that no insurance coverage may exist through Westmoreland Sanctuary to cover any injuries or damages to the Volunteer which may arise as a result of participation in the work as a volunteer or travel to and from the volunteer work site. **THE VOLUNTEER HEREBY ACKNOWLEDGES THAT IT IS HIS OR HER SOLE RESPONSIBILITY TO SECURE INSURANCE COVERAGE IF HE/SHE SO DESIRES.**

**Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

5. **Photographic Release.** Volunteer does hereby consent that Volunteer's photograph may be taken and that the Volunteer may be video and audio recorded while engaged in work for Westmoreland Sanctuary and does hereby grant and convey unto Westmoreland Sanctuary all right, title and interest in any and all photographic images and video or audio recordings made by Westmoreland Sanctuary during the Volunteer's work for Westmoreland Sanctuary, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. **Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. Volunteer agrees that in the event that any clause or provision of this Release 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 which shall continue to be enforceable.

7. **Survival.** This release is by the Volunteer and extends to the Volunteer's heirs, assigns, executors and administrators.

**BY SIGNING THIS RELEASE AND WAIVER OF LIABILITY UNDERTAKING, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, THAT I AM 18 YEARS OF AGE OR OLDER, THAT I HAVE FULL AUTHORITY TO EXECUTE THIS DOCUMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE WESTMORELAND SANCTUARY, AND I HAVE NOT RELIED UPON ANY STATEMENTS OR REPRESENTATIONS PERTAINING TO THIS MATTER MADE BY WESTMORELAND SANCTUARY.**

**Signed:**

\_\_\_\_\_

Name of Participant: \_\_\_\_\_

Home #: ( ) \_\_\_\_\_ Cell #: ( ) \_\_\_\_\_ Work #: ( ) \_\_\_\_\_

In case of Emergency, please contact: \_\_\_\_\_ Emergency #: ( ) \_\_\_\_\_ Relation to Volunteer: \_\_\_\_\_

Are there any medical issues/guidelines to be aware of? ( ) Yes ( ) No Details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_