



Volunteer Liability Waiver and Agreement for Park Volunteers

Thank you for your interest in volunteering for NYC Parks. Since 2020, parks have become more important than ever for New Yorkers; providing space for exercise, access to nature, and a change of scenery from their homes. Our parks are being used more than ever and any help that you can offer to tend to and care for parks is greatly needed and appreciated.

This document explains possible risks of volunteering and includes liability waivers, consents, and other legal agreements.

In order to ensure your health and safety, in addition to the health and safety of park patrons and NYC Parks staff, we ask you to review this entire document thoroughly and keep it accessible in order to review as needed. Please note that failure to abide by the guidelines in this document may lead to a suspension of your individual and your group's ability to volunteer for NYC Parks.

All minors must be accompanied by an adult. All dogs must remain on-leash.

If you find a needle, other drug paraphernalia, or other sharp objects please do not handle it. Call a NYC Parks staff member or call 311 to notify them instead.

If you are weeding in garden beds and have any doubt about a particular plant being a weed, please do NOT remove it. Some plants are slow-growing and can be expensive. Please ask a volunteer leader for assistance.

Please Read & Sign

We appreciate your commitment to the maintenance and improvement of Morningside Park! **By signing up to volunteer, you agree to the following release and waiver form which shall be in effect for one year from the date of sign-up.**

By signing below, I, the volunteer (or volunteer's legal guardian), acknowledge that entry into this agreement ("**Agreement**") is in consideration of my participation as a volunteer, and confirm my understanding and agreement to the following:

Policies and Safety Rules

I will comply with the volunteer policies, safety rules, conduct expectations, and other directions of Friends of Morningside Park, Inc. ("**FMP**"). I understand that FMP does not tolerate bullying, harassment, threatening behavior, or violence of any kind. I understand that noncompliance may result in termination of my volunteer status.

Volunteer Not an Employee

I understand that (a) I am not an employee of FMP, (b) I will not be paid for my participation and (c) I am not covered by or eligible for any FMP insurance, health care, worker's compensation,

or other benefits. I understand that FMP may terminate my volunteer status at any time, for any or no reason.

Risks Associated with Volunteering

Volunteering for FMP has risks. These risks may arise in a variety of ways. They include, without limitation: my lifting heavy objects or otherwise exerting myself, using sharp objects or other tools, being exposed to dust, loud noises, debris and potentially hazardous materials, and interacting with and being in the presence of other volunteers, visitors and other people. I understand that these risks include risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others at or near FMP facilities.

Awareness and Assumption of Risk

I understand the information above, and confirm and acknowledge that these are risks associated with volunteering. With such information and awareness, and with the recognition that other factors may create additional such risks, I knowingly, freely, and voluntarily: (a) sign up to volunteer for FMP; (b) engage in volunteer activities; and (c) assume and accept the risks of all injury, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, that may result, directly or indirectly, from my presence at FMP facilities or participation as a FMP volunteer.

Waiver and Release of Claims

I waive and release FMP and its employees, volunteers, directors, agents, sponsoring or related organizations, third parties and affiliates (collectively, “**FMP Parties**”) from any and all liability, claims, costs, and expenses of any kind and of whatever nature which I or my heirs, next of kin, or legal representatives may have or which may later accrue, caused by or arising directly or indirectly from my presence at FMP facilities or participation in FMP events and/or activities.

This release and waiver includes, in each such case, all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract or otherwise, and even if caused by negligence by any of the FMP Parties. I will not sue any of the FMP Parties on the basis of these waived and released claims.

Medical Care Consent and Waiver

I authorize the FMP Parties to provide me with first aid and to arrange medical assistance, transportation, and emergency medical services for me if I get hurt while volunteering. I understand that the FMP Parties are not obligated to provide this care. I further acknowledge that first aid, medical assistance or other services rendered to me by, or at the recommendation of any of the FMP Parties is not an admission of liability. I understand that I am solely responsible for knowing my own physical condition and making my own decision about volunteering. I also understand that I am solely responsible for any costs related to my medical treatment and transport, and that the FMP does not provide health, medical, disability, or other insurance coverage for me.

Use by FMP and FMP Parties of My Name and Image

I understand that FMP and the FMP Parties may take photos or videos of me during volunteer activities. FMP shall have the right to photograph, publish, re-publish, adapt, exhibit, perform, reproduce, edit, modify, make derivative works, distribute, display or otherwise use or reuse the my image, voice and/or likeness in connection with any product or service in all markets, media or technology now known or hereafter developed, including in in FMP’s digital and print promotional, fundraising, educational, and other communications, as long as there is no intent to use the image, voice and/or likeness in a disparaging manner. FMP may use my image, voice and/or likeness without obtaining my approval or paying me for such use. I grant FMP all copyrights in and waive any legal claims relating to any such use, including those relating to copyright, rights of publicity or privacy, or defamation.

My initials here means that I do not wish to agree to this consent: _____

General Provisions (Please Check One):

I understand that this Agreement will be binding for so long as I am a volunteer at FMP. This Agreement will run in favor of and may be enforced by each of the FMP Parties, and will bind my heirs, next of kin and legal representatives. This Agreement will be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the other terms remain effective. **This Agreement shall be governed by New York law.**

- I affirm that I am of legal age and able to sign on my own behalf and am freely signing this Agreement. **I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights** and remedies that may be available to me and to other persons.
- I affirm that I am the parent or legal guardian of the participant and am freely signing this document on their behalf. I certify that I have the authority to sign on behalf of the participant and to make decisions for the participant regarding volunteering. I also waive and release the FMP Parties from any and all liability, claims, costs, and damages of any kind which I may have resulting or arising directly or indirectly from the participant’s participation in volunteering. **I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights** and remedies that may be available to the participant, to me, and to other persons.

Signature (of parent/guardian, if applicable)

Participant Name (if parent/guardian signs)

Print Name

Date

Emergency Contact Name

Emergency Contact Phone