

Volunteer Waiver and Release
TOWN OF CLARENCE

I, _____, the undersigned reside at _____.
(hereinafter the "RELEASOR").

I hereby assume all risks associated with participating in the **Earth Day Tree Planting Project** (hereinafter referred to as the "PROJECT") on **April 22nd, 2023** from **12:00pm** (a.m.-p.m.) **5:00 pm** (a.m.-p.m.). I fully understand and acknowledge that activities involved in the "PROJECT" may cause certain harms, including, without limitation, accidental injury, and I knowingly and willfully accept such risks.

Having read this waiver and knowing these facts and in consideration of being accepted as a volunteer for this project, I for myself, my guardians, my heirs, executors, administrators and assigns, (collectively "RELEASORS") to the fullest extent permitted by law, hereby, waive release, forever discharge and agree to defend, hold harmless and indemnify the Town of Clarence, and all Town Officers, Town Departments, Town Employees, Town Agents, Boards of the Town and Board members of any Boards of the Town of Clarence, fire districts, fire companies, all ambulance companies and their respective heirs, executors, administrators, successors and assigns (hereinafter each "RELEASEE", collectively referred to as "RELEASEES") from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEES, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing, whatsoever, in any manner arising directly or growing out of my participation in or preparation got the for the PROJECT, including, without limitation, any of the foregoing arising out of the negligence of RELEASEES or others. I promise for myself and on behalf of the RELEASORS, not to sue RELEASEES regarding any claim or cause of action arising out of my participation in the PROJECT.

I further agree to indemnify, defend and hold forever harmless, against any loss which may be sustained in consequence of said use or otherwise, the RELEASEE. No agreements, either verbal or written, shall, in any manner, affect this release.

By signing below, I also acknowledge my understanding that while participating in the PROJECT, I may be photographed, videotaped, or audiotaped. I hereby grant the RESEASEES the exclusive right and permission to tape, broadcast sell or otherwise use, for any purpose whatsoever, any video or audiotapes, photographs, and any and all other electronic or mechanical reproductions in connection with the PROJECT, of me alone or with other persons, together with all alterations or edited versions of the foregoing.

Every term and provision of the Waiver and Release is intended to be severable. If any term or provision of this Waiver and Release is found to be unenforceable or invalid, it shall not affect the other terms of provisions of this Waiver and Release, which shall remain binding and enforceable. This Waiver and Release shall be governed by the laws of the State of New York. Any action brought by either party to this Waiver and Release shall be commenced and maintained in the Supreme court located in the County of Erie and State of New York.

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Print Name

Signature

Date: _____

Witness printed name

Date: _____

Witness Signature