

SERVERIE VOLUNTEER RELEASE AND AGREEMENT

THIS AGREEMENT IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ CAREFULLY.

Note: Erie’s Public Schools does not endorse or sponsor this activity or program.

Volunteers under age 18 must have a parent or guardian complete the Responsible Adult Statement at the end of this form.

Volunteer’s Name: _____ Date of Birth: _____
Address: _____ City: _____, ZIP: _____
Home Phone: (____) _____ Cell: (____) _____ Email: _____

I desire to participate in various activities operated, organized or sponsored by ServErie (collectively “Activities”) for civic, charitable and/or humanitarian purposes. Activities may include, by way of example, construction; rehabilitating residential buildings, non-profit community centers or educational facilities; neighborhood beautification and blight removal; cleaning; boarding up windows, doors and other building openings; demolition, loading and unloading materials, equipment and supplies; transportation; administrative, organizational, and food services, and other activities at ServErie events. I understand that some of these Activities may be hazardous. I am offering my services on a voluntary basis and I understand and agree that I will not be entitled to or be paid any wages. ServErie is allowing me to participate in its Activities, I agree as follows:

1. Assumption of Risk. Activities may be performed within the City of Erie, in areas that may have a high crime rate. Activities may involve physical activity or labor, loading and unloading, transportation to and from the work sites, contact with unidentified and/or unfamiliar persons, unanticipated hazards, unexpected dangers and other potential risks of bodily injury or damage to property. I represent that, to my knowledge:

- a. I have no physical or mental conditions which would interfere with my ability to participate in the Activities or that would endanger me or any other person with whom I may have contact during the Activities;
- b. I recognize the possible dangers of participating in the Activities and agree that I am solely responsible for my safety and health conditions (and any limitations imposed thereby);
- c. I will notify ServErie as promptly as possible if I believe I cannot meet the requirements of an Activity.
- d. I will comply with all federal, state and local laws, ordinances, rules and regulations applicable to my participation in the Activity.

I expressly and specifically assume any and all risks of injury, illness or harm caused or sustained by me during my participation in the Activities. I assume full responsibility for the risks of bodily injury, including death, and property damage

2. Insurance. ServErie does not carry or maintain health, medical, or disability insurance coverage for any Volunteer nor does it carry property insurance covering property damage or loss incurred by a Volunteer. I am responsible for having personal/family medical health care coverage and property insurance. ServErie does not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to medical, health, disability or property insurance coverage in the event of any illness, bodily injury, personal injury or property loss or damage sustained by me.

3. Medical Treatment. In the event I suffer an injury or condition during my participation in the Activities, I authorize ServErie through designated officials or persons to contact the Emergency Contact Person indicated below to advise them of my injury or condition and to consult with them regarding medical care or treatment. Further, and, in the discretion of ServErie, should the severity of the injury or condition warrant such action, I consent to emergency transportation and treatment necessary in the event of injury or illness. I also accept responsibility for the payment of any emergency transportation, treatment and subsequent medical bills.

4. Indemnity and Waiver. To the fullest extent permitted by law, I hereby waive, release, forever discharge, and agree to defend, indemnify and hold harmless ServErie and any of its officers, directors, employees, affiliates, agents, managers, homeowners, project owners (including specifically Erie Public Schools), other volunteers, representatives, and their heirs, representatives, successors, assigns, and partners (collectively, “Releasees”) from any and all liability, actions, causes of action, demands, losses, damages (any illness, death, bodily injury, personal injury or property damage) and claims, costs, expenses and fees, of every kind or nature, either in law or in equity, which arise or hereafter may arise from my participations in the Activities, including those arising from Releasees’ negligence and carelessness, but not those arising from Releasees’ gross or sole negligence or intentional misconduct.

5. Confidentiality. In the course of my services to ServErie, I may have access to information of ServErie (and its employees, partners, donors, supporters, and clients) that is not public. This information may be disclosed in a variety of media, including electronically, orally, print, demonstration, and observation and may include financial, strategic, personal, and technical data (collectively, "Information"). It may not necessarily be identified with a notice or legend. I shall use the Information only for the purposes of providing services to ServErie; take ServErie management regarding the treatment of such Information; not copy or disclose the Information to third parties unless authorized by ServErie management; and return all Information and other ServErie materials upon request or upon conclusion of my participation in the Activities, whichever comes first. These obligations of confidentiality survive conclusion of my services to ServErie and continue for so long a period of time as the Information is nonpublic.

6. Ownership of Work Product. ServErie owns the Work Product, and the intellectual property rights relating to such Work Product, of its employees, contractors, and Volunteers. "Work Product" includes Information and materials created in connection with ServErie projects, such as photographs, video, motion pictures, films, sound recordings, compositions, brand identities, artwork, scripts, brochures, web site content, social media content and accounts, data, research, architectural plans, drawings, designs, plans, software and specifications. I hereby assign to ServErie all right, title, and interest in Work Product. To the extent applicable to Work Product, I waive all moral rights.

7. Right of Publicity Release. ServErie may record its Volunteers in any medium (including photographic, motion picture, and sound recording) in connection with the Activities ("Recording"). The Recording may be used by ServErie for any lawful purpose relating to the mission of ServErie, including educational, promotional, recruiting, fundraising, social engagement, news reporting, and merchandising. The Recording may be copied, adapted, published, and integrated with other content. The use of the Recording may include the use of a Volunteer's image, likeness, voice, and information/opinions provided and is paid up, royalty-free, worldwide, irrevocable, sub licensable, and in perpetuity.

8. General Provisions. This Agreement is governed by the laws of the United States and the State of Pennsylvania (exclusive of its choice of law rules). This Agreement is the sole understanding of the parties with respect to the stated subject matter and may be amended only by a written agreement signed by ServErie and the undersigned. Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective and no waiver shall be implied from a failure of either party to exercise a right or remedy. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law. All provisions relating to indemnification, releases and limitations of liability shall remain in full force and effect after termination or expiration of this Agreement.

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN ASSUMPTION OF THE RISKS OF BODILY INJURY, PROPERTY DAMAGE OR DEATH THAT COMES WITH PARTICIPATION IN THE ACTIVITIES. I UNDERSTAND THAT THIS IS A BINDING CONTRACT BETWEEN THE RELEASEES AND ME THAT PREVENTS ME FROM SUING THE RELEASEES FOR ANY INJURY OR DAMAGE I MAY SUSTAIN. I HAVE SIGNED THIS CONTRACT OF MY OWN FREE WILL, INTENDING TO BE LEGALLY BOUND HEREBY, AND IN CONSIDERATION OF MY BEING ALLOWED TO PARTICIPATE IN THE ACTIVITIES.

AGREED AND ACCEPTED:

Signature of Volunteer: _____ Date: _____

In case of Emergency, contact: _____ Phone number: _____

**SERVERIE VOLUNTEER RELEASE AND AGREEMENT
RESPONSIBLE ADULT STATEMENT**

If the Volunteer is younger than age eighteen (18) as of the date of his/her signature, a parent or guardian ("Responsible Adult") must sign below.

I am the parent or legal guardian of the Volunteer identified above, I consent to my child's or charge's participation in the Activities described above. I agree to supervise and monitor my child's or charge's participation in the Activities, personally or through a designee, and to be responsible, for any breach by my child or charge of the Agreement, above.

On behalf of my child or charge, I assign to ServErie all right, title and interest requested in Work Product, as stated in Section 6 (Ownership of Work Product) above.

On behalf of my child or charge, I grant and convey unto ServErie all right, title and interest in photographs and recordings requested in Section 7 (Photographic Release) above.

I agree to indemnify, defend and hold harmless the Releasees from any claims, losses, or liabilities in any way related to my child's or charge's participation in the Activities, including, without limitation, the claims described in Section 4 (Indemnity and Release) above.

Responsible Adult's Name: _____

Address: _____ City: _____ ZIP: _____

Home Phone: (____) _____ Cell: (____) _____ Email: _____

Signature of Responsible Adult: _____ Date: _____

In case of Emergency, contact: _____ Phone number: _____