RIVERFRONT NORTH PARTNERSHIP VOLUNTEER/EVENT AGREEMENT and RELEASE

For and in consideration of working on Delaware River City Corporation (DRCC) and The City of Philadelphia, “City”, trails and park projects or other projects and associating with other members of the DRCC, other volunteers and possibly staff of the City on such projects, I hereby acknowledge the risks described below, assume the risks and accept responsibility for them and, intending to be legally bound, enter into the following release of liability:

WARNING: There are significant elements of risk in any outdoor activity associated with working on projects in the parks and trails, including working with others or by myself on trails, tree planting, building structures or other work activities (referred to herein as “activity”) and the use of any equipment, whether owned by the DRCC, the City of Philadelphia or others, in connection therewith, including particularly operating and working with and around the John Deere wheeled vehicle known as the Gator, and with and around its electric winch, or with and around power tools operated by me or others.

ACKNOWLEDGMENT OF RISKS: I recognize that there is an inherent risk of danger in this type of activity. These risks may result in serious injury or death and include but are not limited to 1) equipment failure; 2) failure to operate the equipment carefully; 3) failure to appreciate the risks of operating the equipment or the activity; 4) my own physical coordination, sense of balance, decision making, or ability to follow safety precautions. 5) failure of others to operate the equipment carefully. I also acknowledge that certain foreseeable and unforeseeable events can contribute to the unpredictability of the activity and also that personal property may be damaged or lost.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of any activity which I and any minor children for which I am responsible will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/we participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness (including death), and any expenses as a result of my negligence or the negligence of any minor children for which I am responsible. I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur. I also assume the risk for accident or injury to myself caused by the negligence of others working or participating in the activity whether such negligence is comparative or contributory. I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to: sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, and/or spinal injuries, animal bite or attack, insect bite or allergic reaction shock, paralysis, drowning, and/or death, and acknowledge that during the activity I/we may experience fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of an accident.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any Injury or illness I incur while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release: DRCC and the City of Philadelphia, its directors, officers, agents employees and volunteers, and each and every land owner, municipal and/or government agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever, to the full extent permitted by the law. I also understand that I may appear on camera, and I hereby consent to the reproduction and use of my photograph, image, voice or a reproduction thereof, either in whole or in part to be used by Delaware River City Corp.

I HAVE READ AND UNDERSTOOD THE FOREGOING ACKNOWLEDGMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS FORM I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

Participant’s Name (Printed) _______________________________________________________

Signature of Participant ___________________________________________________________

E-Mail of Participant _______________________________________________________________

Date ___/____/______

For Participants Under the Age of 18:
Parent or Guardian Name (Printed) ___________________________________________________

Parent or Guardian Signature _______________________________________________________