



Volunteer Waiver and Release of Liability Agreement

Participant Name: _____

Guardian's Name (if under 18): _____

Home Address: _____ **City, State, ZIP:** _____

Phone: _____ **Email:** _____

Group/School/Company Affiliation: _____

This Release and Waiver of Liability (the "Release") is executed in favor of Smiling Hogshead, Inc. ("SHR"), a New York not-for-profit corporation, its directors, officers, agents, and employees. The undersigned (hereinafter "Volunteer") desires to participate as a Volunteer for Smiling Hogshead, Inc. and engage in the following activities (hereinafter, the "Volunteer Activities"):

Volunteer hereby understands and agrees to the following:

1. **Assumption of Risk.** Volunteer understands and agrees that certain of these Volunteer Activities involve activities that may be hazardous to Volunteer and that the Volunteer Activities involve inherent risks. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Volunteer Activities and releases Smiling Hogshead, The County of Queens, Metropolitan Transportation Authority, and Long Island Railroad (hereinafter, the "Released Parties") from all liability for injury, illness, death, property damage or property theft resulting from the Volunteer Activities;
2. **Medical Treatment.** Volunteer agrees that if he or she is injured and requires medical attention, he/she does hereby give consent and authority to SHR to obtain emergency medical treatment on their behalf and Volunteer does hereby release and forever discharge SHR from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Volunteer Activities.
3. **Insurance.** Volunteer understands and agrees that SHR does not carry or maintain health, medical or disability insurance coverage for any Volunteer.
4. **Photographic Release.** Volunteer understands and agrees that during the Volunteer Activities, he or she may be photographed and/or videotaped by SHR or its authorized agents for internal and/or promotional use, and Volunteer does hereby give his or her consent to SHR to use any photographs or recordings in an SHR video, brochure or website.
5. **Release and Waiver.** Volunteer does hereby release and forever discharge and hold harmless the Released Parties from any and all liability claims, causes of action, and demands of whatever kind or nature, either in law or in equity, that may be made by Volunteer, his/her family, estate, executors, administrators, next of kin, heirs, successors or assigns arising from, resulting from or in connection with the Volunteer Activities, including but without limitation, any claims, demands or causes of action that the Volunteer may have against the Released Parties with respect to any personal injury, illness, death, property damage or property theft or actions of any kind that may occur to me as a result of the Volunteer Activities wherever, whenever, or however they may occur, whether caused by the negligence of the Released Parties or its officers, trustees, employees, agents or otherwise. Volunteer also understands that the Released Parties do not assume any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.
6. **Indemnification:** Volunteer also agrees to indemnify and hold harmless the Released Parties for all claims arising out of Volunteer's participation in the Volunteer Activities.
7. **Governing Law; Jurisdiction.** This Waiver and Release shall be governed by and interpreted according to the laws of the State of New York without recourse to the laws pertaining to conflict of laws. Any action brought in connection with this Agreement shall be brought in the state or federal courts located in the borough of Queens, New York, or the Eastern District of New York and the Parties hereby irrevocably consent to the jurisdiction of such courts.
8. **Entire Agreement.** This Release and Waiver represents the full understanding between Volunteer and SHR and supersedes all other prior agreements, understandings, representations and warranties both written and oral, between them, with respect to the subject matter hereof. This Release and Waiver may not be modified without an agreement in writing.
9. **VOLUNTEER HAS READ AND FULLY UNDERSTANDS THIS WAIVER AND RELEASE. VOLUNTEER CERTIFIES HE/SHE IS PHYSICALLY AND MENTALLY FIT TO TAKE PART IN ALL VOLUNTEER ACTIVITIES, UNDERSTANDS THE FULL NATURE OF THE RISKS THAT MAY ARISE FROM THE VOLUNTEER ACTIVITIES AND VOLUNTARILY ASSUMES ALL SUCH RISK.**

IN WITNESS WHEREOF, Volunteer has executed this Waiver and Release as of this day, _____ (date).

Signature of Volunteer

Signature of Parent/Legal Guardian of Volunteer (if under 18)