



BOROUGH OF OAKMONT

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MEGAN M. OTT

MAYOR
ROBERT J. FESCEMYER

CHIEF OF POLICE
DAVID R. DISANTI, SR.

VOLUNTEER PARTICIPATION AGREEMENT **TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS**

WHEREAS, _____, (hereinafter
Name of Volunteer
"Volunteer") has offered to participate in maintenance, landscaping and other improvement activities on property of _____ Borough ("Borough"), and the Borough has agreed to permit such volunteer activities.

WHEREAS, the Borough requires volunteers to release and indemnify the Borough from any claims resulting from their participation in such activities.

NOW, THEREFORE, intending to be legally bound, the Volunteer named below hereby warrants, represents and agrees as follows:

1. Volunteer agrees to defend, hold harmless, waive, release and discharge the Borough, its elected and appointed officials, employees and representatives, from any and all claims, demands, actions or causes of actions of any kind, which arise or may arise from Volunteer's activities as a volunteer on Borough property; or by, through, or as a consequence of such participation as a volunteer with the Borough, including without limitation of Volunteer having been on, in or at the Borough property, vehicles or facilities, including specifically any claim arising from the negligence of the Borough, its elected or appointed officials, employees or representatives.

- 2. Volunteer also recognizes, accepts and assumes all of the actual and inherent risks of injury, illness and/or death that may be created by participation as a Volunteer in such activities. Said risks may include, but not be limited to operating or using various tools, exposure to insects, plants and building materials, and actions of other volunteers or Borough personnel or agents.
- 3. Volunteer has been advised and acknowledges that the Borough insurance policies will not provide coverage or medical benefits or worker’s compensation coverage to Volunteer. Volunteer acknowledges, represents and understands that he/she is not an employee of the Borough.
- 4. Volunteer represents that he/she is of sound mind, in sound physical condition so as to be able to withstand the exertion and physical demands of the Volunteer work, with full understanding that this Agreement shall forever waive and release all claims, etc. and shall be binding upon Volunteer’s heirs, executors, administrators and assigns.
- 5. Check the section below that is applicable:
 - Volunteer represents that he/she is over 18 years of age and has read, fully understands, and agrees to all terms and conditions of the Volunteer Participation Agreement.
 - Where Volunteer is under 18 years of age, the parent or legal guardian of the above named Volunteer consents to allow the Volunteer to perform volunteer services as described within the Volunteer Participation Agreement. Parent or legal guardian represents that he/she has read, fully understands, and agrees to all terms and conditions of the Volunteer Participation Agreement.

WHEREFORE, the undersigned has executed this Agreement effective as of the date of signature.

WITNESS:

VOLUNTEER (If over the age of 18)

Date

WITNESS:

PARENT / LEGAL GUARDIAN

Date