



“ VOLUNTEER/PARTICIPANT” AGREEMENT WITHIN THE CITY OF COATESVILLE
COATESVILLE INVITATIONAL VINTAGE GRAND PRIX
(WITH RELEASE OF LIABILITY)

Volunteer/Participant Name: _____

Signature: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____ Email: _____ **THIS RELEASE AND**

WAIVER OF LIABILITY (the “Release”) executed on today’s date ____ (month) ____ (day) ____ (year) by _____ as Volunteer/Participant, in favor of the _____ of Coatesville City (City) a municipality in Chester County with a mailing address of One City Hall Place, Coatesville, PA 19320 and the elected members of City Council, and the agents, employees, and their successors and assigns (the “City”).

The Volunteer/Participant is voluntarily engaging in the activities available for such volunteers (as per an agreement with the City). The Volunteer/Participant does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. Waiver and Release. Volunteer/participant does hereby release and forever discharge and hold harmless the City and its successors and assigns from any and all liability, claims and demands of whatever kind of nature, either in law or in equity, which arises or may hereafter arise from the Volunteer/Participant for the City. Volunteer/Participant understands that this Release discharges the City from any liability or claim that the Volunteer may have against the City with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer’s work for the City, whether caused by the negligence of the City, or its elected officials, employees, agents, or otherwise. Volunteer also understands that the City does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.

2. Medical Treatment. Volunteer does hereby release and forever discharge the City from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Volunteer’s work for the City or with the decision by any representative or agent of the City to exercise the power to consent to medical or dental treatment as such power may be granted and authorized by the Parental Authorization for Treatment of a Minor Charge.

3. Assumption of the Risk. The Volunteer/Participant understands that the work for the City may include activities that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading and transportation to and from work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and release the City from all liability for injury, illness, death or property damage resulting from the activities for the Volunteer’s work for the City.

4. Insurance. The Volunteer/Participant understands that, except as otherwise agreed to by the City in writing; the City does not carry or maintain health, medical or disability insurance coverage for any Volunteer.
5. Photographic Release. Volunteer/Participant does hereby; consent to his or her photograph be taken or their images digitally recorded while engaged in work for the City and does hereby grant and convey unto the City all right title and interest in any and all photographic images and video or audio recordings made by the City during the Volunteer's work for the City, including, but not limited to, any royalties, proceeds to be or other benefits derived from such photographs or recordings.
6. Not an Employment Contract. It is expressly understood and agreed that the Volunteer/Participant is not an agent, servant or employee of the City for any purpose, including for purposes of Section 22 of Pennsylvania's Workers' Compensation Act, 77 Pa. Stat. Section 1, et seq. or any laws governing employers and employees and that Volunteer is expressly that, a volunteer volunteering his or her time for purposes of benefitting the municipality and assisting in community service for no compensation.
7. Governing Law and Interpretation. This Agreement shall be construed pursuant to and in all respects governed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the law of conflicts of laws, and without regard to any rule of interpretation or construction as to which party drafted this Agreement.
8. Captions. The captions in this Agreement are for the convenience of reference only, do not form a part hereof, and do not in any way modify, interpret or construe the intentions of the parties.
9. Entire Agreement. This Agreement contains the entire understanding of the parties, and may not be changed or modified except by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
10. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, Volunteer/Participant has executed this Release as dated on this form:

MEDICAL DISCLOSURE:

I hereby certify that I do not have any injuries, disabilities or physical limitations that would impair my abilities while participation in and/or volunteering services at the City of Coatesville. Person under 18 years of age must be accompanied by parent or guardian.

Volunteer/Participant's signature: _

Parent's Name (PRINT):__

EMERGENCY CONTACT:_____

Phone:_____Relationship:_____

(PLEASE READ CAREFULLY: This is a legal document that affects your legal rights!)