



*Important: Each volunteer must sign the "Release and Waiver Liability" before working on Craneridge Homeowners Association common property. Read this waiver very carefully before you sign. This waiver is applicable for one year from the date of signature.*

## **Release and Waiver of Liability**

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ in favor of Craneridge Homeowners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of New York, USA, and each of their directors and agents (collectively, "Craneridge"). The volunteer desires to work for Craneridge and engage in the activities related to being a volunteer for a work project. I, the volunteer hereby freely and voluntarily, without duress, execute this Release under the following terms:

**1. Waiver and Release.** I, the volunteer release and forever discharge and hold harmless Craneridge and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my volunteer work at Craneridge. I, the volunteer, understands and acknowledges that this Release discharges Craneridge from any liability or claim that volunteer and minor may have against Craneridge with respect to bodily injury, personal injury, illness, death, or property damage that may result from participation in Craneridge work. It is also understood that Craneridge 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, illness, death, or property damage.

**2. Insurance.** I, the volunteer, understand that I expressly waive any such claim for compensation or liability on the part of Craneridge beyond what may be offered freely by a legal representative of Craneridge in the event of such injury or medical expense.

**3. Medical Treatment.** I, the volunteer, hereby release and forever discharge Craneridge from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the minor's time with Craneridge.

**4. Assumption of Risk.** I, the volunteer, understand that the time with Craneridge may include activities that may be hazardous to me including, but not limited to, using power tools, specifically including chainsaws or other cutting tools to clear trees or brush, building activities, loading and unloading of heavy equipment and materials, and local transportation to and from sites. Also I, the volunteer, recognize and understand that the time with Craneridge may, in some situations, involve inherently dangerous activities. As the volunteer, I hereby expressly assume the risk of injury or harm in these activities and release Craneridge from all liability for injury, illness, death, or property damage resulting from the activities of a minor's time at Craneridge.



**5. Photographic Release.** As the volunteer, I grant and convey unto Craneridge all right, title, and interest in any and all photographic images and video or audio recordings made by Craneridge during the work with Craneridge.

**6. Other.** As the volunteer I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

**To express my understanding of this Release, I sign here.**

Name of Volunteer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Volunteer: \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

If a volunteer is between the ages of 16 and 18 (a minor), this Release and Waiver of Liability must also be signed by a parent or guardian.

Name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

\_\_\_\_\_

#### **REQUIRED FOR CHAINSAW USE**

##### **Verification of OSHA/American Safety Council's Chainsaw Safety Certification**

As a volunteer, I intend to use a chainsaw on Craneridge common property. I hereby verify that I have completed, *at a minimum*, the OSHA 30 minute online "Logging and Chainsaw Safety" course.

Name of Volunteer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Volunteer: \_\_\_\_\_