2019 WAIVER, RELEASE, RISK ACKNOWLEDGEMENT
AND INDEMNIFICATION AGREEMENT*

In consideration of Hudson River Park Trust (the “Trust”) and of Hudson River Park Friends ("Friends") allowing me access to Hudson River Park (the “Premises”) in connection with Volunteer Days/my engaging in activity as a Volunteer from the date signed below to December 31st, 2019, I now agree to release & discharge the Trust and Friends on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

Acknowledgement and Assumption of Risk
I acknowledge and fully understand that I will be engaging in activities that may involve risk of physical or emotional injury, loss of property or damage to property which might result not only from my own actions, inactions or negligence, but from the actions, inactions or negligence of others or the conditions of the area in and around the Premises or of any equipment used. Further, that there may be other risks not known or not reasonably foreseeable at this time. The risks may include, but are not limited to: latent or apparent defects or conditions in equipment or property; use of property by myself or others; acts of other participants in this activity, employees, contractors or agents; my own physical condition, acts or omissions; conditions of the Trust or Friends property and accidents connected with its use; or first aid emergency treatment or other services. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation is purely voluntary and I elect to participate in spite of the risks.

Complete Release and Indemnification
I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Trust, Friends, the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, the New York State Department of Environmental Conservation, the City of New York, the New York City Department of Parks and Recreation, and each of their commissioners, directors, partners, officers, agents, employees, contractors, successors and assigns from any and all claims, demands or causes of action which are in any way connected with my participation in this program or my use of the Trust’s or Friends’ equipment or facilities, including any such claims which allege negligent acts or omissions of the Trust or Friends except if such claims, demands, or causes of action arise out of the gross negligence or willful misconduct of the Trust or Friends.

Image Release
By signing below, I hereby grant permission to the Trust, Friends, and their affiliates to use images, photos, videos, or other media of myself and other participants for promotional, historical, and other non-commercial purposes.
Please fill in the following information and waiver below to participate as a Volunteer or in your organization's Volunteer Day at Hudson River Park.

Name__________________________________________________________

Address__________________________________________ Apt.__________

City/State________________________________________________ Zip________

Email________________________________________ Phone________________

Company_____________________________________________

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this program a court of law may find me to have waived my right to maintain a lawsuit against the Trust or Friends on the basis of any claim from which I have released them herein.

☐ I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

_________________________________________  ________________
Volunteer’s Name (Print)  Date

_________________________________________
Signature of Volunteer OR

Signature of Parent or Legal Guardian if Volunteer is a Minor

*This Waiver, Release, Risk Acknowledgement and Indemnification Agreement shall be valid for all of calendar year 2019, regardless of the number of times in which I participate (1) in volunteer activity at Hudson River Park or (2) as a Volunteer on behalf of the Trust or the Friends.