

Volunteer Liability Waiver and Release

By signing this volunteer waiver and release, I agree to the following:

- 1. I release, waive, discharge and covenant on behalf of myself and/or my minor children (if minor children are volunteering) not to sue the Buffalo & Erie County Public Library (B&ECPL), their appointed officials, administration, employees (Releasee), agents and volunteers from all liability to me, or my minor children, for any loss or damage and any claim or demands on account of personal or property injury or because of my or my minor children's death, whether caused by Releasee's negligence or otherwise, while I, and/or my minor children, participate in the Buffalo & Erie County Public Library Volunteer Program.
- 2. I further agree to defend, indemnify, and hold harmless the Buffalo & Erie County Public Library and its officers, employees and agents, from and against any and all claims, suits, actions, liability judgment and expenses that may arise by reason of services I, or my minor children, provide as a volunteer or that are connected in any way herewith. I will pay all cost incidents to any claim including, without limitation, attorney's fees.
- 3. I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of New York and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue to have full legal force and effect.
- 4. I grant permission to the B&ECPL to use my, or my minor children's image, filmed or photographed during volunteer activities, to promote services and programs.
- 5. I hereby understand that as a volunteer of the B&ECPL I may be subject to a background check and/or required to provide references.
- 6. In case of serious injury to myself (or minor child volunteering), I give my permission to the B&ECPL to seek medical treatment should it become necessary.

I have read and voluntarily sign this release, waiver of liability and indemnity agreement and further agree that no oral representations, statement or inducement apart from the foregoing written agreement have been made.

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