

**New York City Department of Parks & Recreation and Partnerships for Parks
Volunteer Participant Agreement, Agreement to Indemnify, & Risk Acknowledgment**

In consideration of the services of the City of New York acting through the New York City Department of Parks & Recreation and Partnerships for Parks, as well as their agents, officers, participants, consultants, employees, and all persons or entities acting in any capacity on their behalf (hereinafter referred to as THE CITY), I now agree to release & discharge THE CITY on behalf of myself, my children, my parents, my heirs, assigns, Personal representatives and estate as follow:

1: I acknowledge the activities of this program entail known & unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. In an effort to minimize those risks I agree to follow all safety requirements and make use of any safety equipment provided.

THE RISKS INCLUDE, BUT ARE NOT LIMITED TO:

- (1) Nature of the activity.
- (2) Latent or apparent defects or conditions in equipment, or property supplied by THE CITY or other persons or entities.
- (3) Use of equipment, or property supplied by THE CITY or other persons or entities.
- (4) Acts of other participants in this activity, employees or agents of THE CITY.
- (5) My own physical condition, or own acts or omissions.
- (6) Conditions of THE CITY's facility & surrounding grounds or terrain and accidents connected with their use.
- (7) First Aid emergency treatment or other services.

2: I expressly agree and promise to accept and assume all the risks existing in this activity. My participating in this activity is purely voluntary and I elect to participate in spite of the risks.

3: I hereby voluntary release, forever discharge, and agree to indemnify and hold harmless THE CITY 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 CITY equipment or facilities, including any such claims which allege negligent acts or omissions of THE CITY except if such claims, demands, or causes of action arise out of the gross negligence or willful misconduct of THE CITY.

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 CITY 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.

Signature of Participant: _____ Date: _____

Activity and Location: _____

Participant's Name: _____

Address: _____

Phone: _____ Email: _____

Emergency Contact: _____ Phone: _____