

# **BEAUTIFUL EDISON A NJ NONPROFIT CORPORATION**

## **PARTICIPATION AND WAIVER AND RELEASE OF LIABILITY For Community Clean Up**

**Please Read Carefully: This is a legal document that affects your legal rights.**

This Participation and Waiver and Release of Liability (Release) is executed on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (I or Volunteer) in favor of Beautiful Edison A New Jersey Nonprofit Corporation (Beautiful Edison) and its officers, directors, agents, volunteer organizations, personnel (paid or volunteer) and other representatives and the Township of Edison and its representatives (paid or volunteer) (Beautiful Edison Parties) in connection with the Volunteer's participation in the Beautiful Edison Community Cleanup Effort (Cleanup Effort).

I desire to participate in the Cleanup Effort. I am knowingly, freely, voluntarily and without duress signing this Release and understand that by signing this Release I agree to the terms below.

(1) Release and Waiver: I do hereby release and forever discharge and hold harmless the Beautiful Edison Parties and their successors and assigns from all liability for any actions, loss, damages, cost, expense, claims, counterclaims, demands or attorney fees (Claims) which I or my legal representatives may have with respect to any bodily injury, personal injury, illness, death or property damage (collectively, Injury or Injuries) which arise or may arise in connection with the Cleanup Effort whether caused by negligence or other misconduct, other than intentional or grossly negligent conduct, of any of the Beautiful Edison Parties or other volunteers.

I understand and acknowledge that by signing this Release I knowingly assume any risk of Injury or Claims associated with the Cleanup Effort. I also understand that the Beautiful Edison Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, disability or other insurance (Insurance Coverage) in the event of any Injury.

(2) Safety Guidelines: I understand that while Beautiful Edison may provide safety rules for the Cleanup Effort, such safety rules are in no way comprehensive of any and all possible risks that may arise from my participation nor are the safety rules guaranteed methods for preventing Injury. I am solely responsible for my safety and wellbeing during my participation in the Cleanup Effort and will take safety precautions to the best of my ability. I will not use any machinery, equipment or tools with which I am unfamiliar or which I do not know how to operate safely.

(3) Physical Activity and Inherent Risks: I understand that outdoor cleanups contain certain inherent risks, including but not limited to, the risks of possible injury, infection or loss of life as a result of contact with needles, condoms, metal objects, burning embers or other hazardous materials, wild animals, poisonous plants, or from over-exertion or environmental conditions, including but not limited to flooding, rockslides, sun exposure, or dangerous terrain. I am not aware of any known physical or health limitation that prevents me from safely participating in the Cleanup Effort and I understand participation in the Cleanup Effort will require some physical effort (for example, bending, lifting, walking, kneeling, etc.). I knowingly and voluntarily assume all risks, whether foreseen or unforeseen,

of accident, damage and/or loss to my person or property as a result of my participation in the Cleanup Effort. I will perform tasks that are within my physical capability and will not undertake tasks beyond my ability.

- (4) Medical Treatment: I hereby release and forever discharge Beautiful Edison from any Claim that arises on account of any first aid, treatment or service rendered in connection with my activities during the Cleanup Effort.
- (5) Insurance. I understand that the Beautiful Edison Parties are under no obligation to provide, carry or maintain Insurance Coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own Insurance Coverage as such Volunteer deems necessary.
- (6) Representation: I agree not to represent myself as a Beautiful Edison Party and acknowledge that I am participating as a volunteer, on my own time and outside the scope of my employment, and that I am not entitled to any compensation in connection with the Cleanup Effort.
- (7) Third Party Indemnification: In consideration for my participation in the Cleanup Effort, I agree to indemnify and hold harmless the Beautiful Edison Released Parties from any and all Claims of any kind or nature, whether known or unknown, including but not limited to any claims of negligence, arising out of or in any way connected with Volunteer's participation in the Cleanup Effort that any person had, now has, may have or might in the future have against the Beautiful Edison Release Parties.
- (8) Media Release: In consideration for my participation in the Cleanup Effort, I grant permission to the Beautiful Edison Parties to use or authorize others to use, all of my right, title and interests in any and all photographs, images, videos or audio recordings of me or my likeness or voice made, by any of the Beautiful Edison Parties, local media agencies or an observer of the Cleanup Effort, or in connection with my participation in the Cleanup Effort.
- (9) Impairment: I will not participate in the Cleanup Effort if under the influence of alcohol or any drug that could impair my physical or mental abilities and, to the extent applicable, I, as the legal guardian of a Volunteer, will not permit Volunteer to participate in the Cleanup Effort if Volunteer is under the influence of alcohol or any drug that could impair Volunteer's physical or mental abilities.

By signing below, I express my understanding and intent to enter into this Release willingly and voluntarily as of the date first written above.

Volunteer's Name (please print): \_\_\_\_\_

Volunteer's Signature: \_\_\_\_\_

Volunteer's Age: \_\_\_\_\_

# **BEAUTIFUL EDISON A NJ NONPROFIT CORPORATION**

## **CLEANUP EFFORT RULE ACKNOWLEDGEMENT FORM**

1. All volunteers should walk on the same side of the street, facing traffic when at all possible.
2. Please examine all litter for sharp edges before picking up.
3. Please wear proper clothing, including closed toed shoes, hats, long pants and long sleeve shirts.
4. Please wear gloves when handling trash.
5. Please avoid all hazardous material, including unidentifiable items and carcasses.
6. Please be sure to check yourself of ticks, and be careful of contact with poison plants, bees, insects or wildlife.
7. Please do not stand or jump on guardrails, drainage pipes or concrete walls.
8. Please wear protective eyewear if operating machinery.
9. **Current Year Program is for adults 18 years of age or older; please do not bring minors.**

I HAVE READ THIS RULE ACKNOWLEDGEMENT FORM IN ITS ENTIRETY AND AGREE TO FOLLOW THE RULES OUTLINED ABOVE.

Volunteer's Name (please print): \_\_\_\_\_

Volunteer's Signature: \_\_\_\_\_

Volunteer's Age: \_\_\_\_\_