

Battery Park City Authority Volunteer Program
Volunteer Agreement

The mission of the Battery Park City Authority (“BPCA”) Volunteer Program is to create opportunities for volunteers (“Volunteer(s)”) to contribute to the beautification of Battery Park City and to enhance their skills by working alongside BPCA Parks Operations Staff in the weeding, planting, mulching, trash pick-up, pruning, cleaning and sweeping of its world-class parks and gardens.

By signing this form, I (or, if a minor, my parent/guardian) acknowledge that I am voluntarily participating in this program and have read, understand and agree to the following:

1. The Volunteer position is unpaid and Volunteers are not employees, agents or partners of BPCA. I will not hold myself out as, nor claim to be acting in the capacity of, an officer, agent, or employee of BPCA.
2. As a Volunteer, my behavior reflects on BPCA and I will act courteously, respectfully, and appropriately at all times towards the public, other volunteers, and BPCA staff.
3. I will dress appropriately for outdoor work, which includes wearing work gloves, protective footwear, and rain gear.
4. I will observe good safety practices and abide by all safety precautions communicated to me by BPCA staff.
5. I understand that the Volunteer work includes but is not limited to lifting (10lbs or greater), pushing, pulling, and bending. I agree that I will only perform what I feel physically comfortable doing.
6. If I am injured or leave the work site, I will alert my supervisor immediately.
7. I consent to emergency treatment in the event of injury or illness while participating as a Volunteer.
8. I grant BPCA the unlimited, worldwide, perpetual, royalty-free right to use all or any portion of any photographs or audio-visual recordings made of myself while I am working as a Volunteer, for any non-commercial or promotional purposes related to or otherwise in connection with BPCA’s mission, in any media now known or hereafter devised.

**FOR PARENT/GUARDIAN OF VOLUNTEERS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF SIGNING)**

This is to certify that I, as parent/guardian with all legal responsibility for this Volunteer, do hereby consent and agree to the foregoing agreement on behalf of the Volunteer.



**Battery Park
City Authority**

Battery Park City Authority Volunteer Program
Release of Liability

The undersigned Volunteer (or, if a minor, the undersigned Parent/Guardian) hereby expressly, unconditionally and irrevocably assumes all risks and danger of personal injury to the Volunteer arising out of or in any way relating to the Volunteer's participation in the volunteer program offered by the Battery Park City Authority, and agrees that Battery Park City Authority, Battery Park City Parks Conservancy, the State of New York and their respective affiliates, employees, agents, officers, and other representatives (collectively, the "Released Parties") shall have no liability for any such injuries. Without in any way limiting the foregoing, to the fullest extent permitted by law, the undersigned hereby expressly, unconditionally and irrevocably waives and releases any claim or cause of action the undersigned may have against any of the Released Parties arising out of any such injuries (except for claims or causes of action based on the gross negligence of the Released Parties).

I acknowledge and understand that the Volunteer's participation in such activities may involve risk of serious injury or death, including economic losses, which may result not only from the Volunteer's own actions, inaction or negligence, but also from the actions, inaction, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, or these types of activities in general.

I warrant that the Volunteer is in good health and has no physical condition that would prevent, or present an undue health risk from, participation in such volunteer activities which include but are not limited to lifting (10lbs or greater), pushing, pulling, and bending.

I have read this Release of Liability, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. I declare that I am over the age of 18 years (or, if not, a parent/guardian must sign below), and that I am otherwise fully competent to sign this instrument on my own behalf.

**FOR PARENTS/GUARDIANS OF VOLUNTEERS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF SIGNING)**

This is to certify that I, as parent/guardian with all legal responsibility for this Volunteer, do hereby consent and agree to the foregoing Release on behalf of the Volunteer, and expressly agree further that all of the provisions of such Release also shall be binding on myself, my heirs, assigns and next of kin.



**Battery Park
City Authority**