

**CITY OF PITTSBURGH
BEAUTIFY OUR 'BURGH PROGRAM**



PARTICIPANT RELEASE TO HOLD CITY HARMLESS

Volunteer Group:
Project Site:
Project Term:

For and in consideration of the City allowing I/my/our child to participate in volunteer work as part of the City of Pittsburgh's Beautify Our 'Burgh Program to clean up refuse from streets (public right of way) at the above-listed Site (the "Project"), I/we hereby agree to the following terms and conditions regarding my and/or my/our child's participation:

I/we understand that because the City is a governmental entity, the state legislature has granted it broad protections from liability under the Political Subdivision Tort Claims Act (the "PSTCA"). If I or my/our child is in an accident while involved in this Project, the City may be protected from many types of liability because of the PSTCA and will rely on those defenses in any action I might bring as well as any other defenses available to it. Accordingly, I agree to make sure that I use caution in everything that I do and/ or will advise my/ our child to use caution and his/her common sense in everything that he/ she does. I understand that I will be assuming any and all risks pertaining to my participation in the Project. The City will not assume responsibility for injuries to me or my/our child or to any personal equipment that I and/or my/our child use during volunteer work on the Project. I/we further acknowledge that all Volunteers are expected to use their own dental/medical insurance in the event of any injuries.

I/we hereby **COVENANT NOT TO SUE AND TO HOLD HARMLESS AND RELEASE** the City of Pittsburgh, its officers, agents, or employees (hereinafter referred to as the "Releasees") and hold the Releasees harmless from any and all liability, claims, demands, actions and causes of action whatsoever arising out of my and/or my/our child's participation in Project activities. **This RELEASE clause is intended to remain valid in perpetuity and shall include all possible claims of negligence that could be asserted against the Releasees by me/us.**

In the event that my/our child is participant in the Project and this Release is executed by only one parent/legal guardian and the minor has more than one parent/legal guardian, the signing parent/legal guardian avers that he/she has explained this Release in full to the other parent/legal guardian and that he/she has authorized the signing parent/legal guardian to execute this form on his/her behalf.

I further understand that the City may take photographs or videotape the Project. I hereby grant the City the right to use my and/or my/our child's image, name, Event participation, face likeness, voice and appearance at the Event in advertising, press releases, stories, text, articles, for other promotions, and/or for use on the City's website without reservation or limitation. I waive any right to inspect or approve any such use by City containing my and/or my/our child's image and understand that I/we will receive no monetary compensation for the use of such photographs or images.

I/we have read and fully understand this Release and intend to be bound by it. Before witness, and intending to be legally bound, I set my hand and seal this _____ day of _____, 2014.

Name of Participant: _____ (Please print)

Please check if Participant is a minor: _____

Signature of Participant or Parent/Legal Guardian (as applicable): _____ Date: _____

Witness to signature: _____ Date: _____

Signature of second Parent/Legal Guardian (as applicable): _____ Date: _____

Witness to signature: _____ Date: _____