



City of Pittsburgh Snow Angels Program

Volunteer Release, Waiver of Liability and Indemnification Agreement

In consideration of my being permitted to participate as a Volunteer in the City of Pittsburgh Snow Angels Program (the "Program") for Fall/Winter Season 2020-2021, I, _____, on behalf of myself and any of my personal representatives, heirs, and next of kin, hereby **COVENANT NOT TO SUE and to HOLD HARMLESS, RELEASE, AND INDEMNIFY** the City of Pittsburgh, its officers, agents and/or employees (hereinafter referred to as the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever, brought by any party against any party, arising out of my participation in the Program and whether caused by the negligence of the Releasees or otherwise. This **RELEASE, WAIVER OF LIABILITY and INDEMNIFICATION AGREEMENT shall remain valid in perpetuity and shall include all possible claims of negligence or other causes of action that could be asserted against the Releasees by me.**

I warrant and represent that I understand and accept the conditions of my participation as a Volunteer in the City of Pittsburgh Snow Angel Program for Fall/Winter Season 2020-2021, having full authority to do so. I recognize that my participation in the Program shall not include any interactions or communications with recipient owner(s) of private property except to the extent necessary to perform requested snow removals. I further recognize that no entry inside the residence(s) of any recipient owner(s) is permitted in conjunction with my participation in the Program and that I will only enter upon the premises of properties whose owner(s) have requested snow removal therefrom for the purpose of performing requested snow removals.

I acknowledge that the recipient owner(s) of the property bears responsibility for compliance with all State law and City ordinances including maintenance of the property's yard, sidewalks, structure exterior and interior, and that City is not responsible for said maintenance nor does it guarantee the condition or safety of the private properties whereupon I may perform snow removal as entailed by my participation in this Program. I also acknowledge that as a Program Volunteer I will not be an employee of the City of Pittsburgh and/or acting as an agent on behalf of the City.

I further understand that the undertaking of this activity may result in personal injuries and/or damage to private property and agree that the City will not be responsible for any such property damage and/or personal injuries resulting from my participation in this Program.

I further expressly agree that the foregoing RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Participant Volunteer:

Signature of Property Owner 1

Date