VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This VOLUNTEER RELEASE AND WAIVER OF LIABILITY (this "**Release**") is executed as of September _____, 2026 by _____ ("**I**" or "**me**") in favor of the Oakmont Carnegie Library, Borough of Oakmont, and its directors, officers, employees, agents, volunteers, successors, assigns, and other representatives (collectively the "**Released Parties**").

I desire to volunteer for the Oakmont Carnegie Library and Borough of Oakmont and engage in activities related to being their volunteer (the "**Activities**"). I understand that the Activities may include, but are not limited to, lifting heavy items, cleaning, and _____.

In consideration for the willingness of Oakmont Carnegie Library and the Borough of Oakmont to accept my participation as a volunteer, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, I do freely, voluntarily, and without duress execute this Release, and I understand, acknowledge, and agree as follows:

1. **Volunteer Activities.** I agree to provide my services to Oakmont Carnegie Library as a volunteer for purposes of the Activities, as specified. I also understand that as a volunteer, I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits. I acknowledge that I am not an employee.

2. **WAIVER AND RELEASE OF LIABILITY.**

(a) For myself and for my estate, heirs, legal and personal representatives, executors, successors and assigns, I hereby fully and forever release, discharge, and hold harmless the Released Parties from any and all liability, claims, losses, demands, and causes of action whatsoever that I may have of whatever kind or nature, either in law or in equity, arising from or relating to my participation in the Activities, whether or not resulting from negligence, all of which I hereby expressly waive. Such claims include but are not limited to any claim for any bodily injury, personal injury, illness, death, property damage, or property loss arising from or relating to my participation in the Activities, regardless of whether caused in whole or in part by an act or omission of a Released Party. I agree not to make or bring any such claim or demand against the Released Parties, and fully and forever release and discharge the Released Parties from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE RELEASED PARTIES WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE ORGANIZATION OR OTHERWISE.

(b) I ALSO UNDERSTAND THAT, EXCEPT AS AGREED TO BY THE ORGANIZATION IN WRITING, THE RELEASED PARTIES DO NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

(c) I also understand that workers' compensation insurance is not available to volunteers and that the Released Parties do not provide workers' compensation insurance for volunteers. I

expressly waive any claim for compensation or liability on the part of the Released Parties in the event of any injury or medical expense.

(d) I release, forever discharge, and hold harmless the Released Parties from any claim, demand, or cause of action whatsoever arising from or relating to any first aid or medical treatment rendered in connection with the Activities. I understand and agree that Oakmont Carnegie Library and the Borough of Oakmont assume no responsibility for any injury or damage, which might arise from or relate to such authorized emergency medical treatment.

3. **Medical Treatment.** I hereby give consent and authority to the Released Parties to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless the Organization from any claim whatsoever in connection with such treatment or other medical services

4. **Assumption of the Risk**. I am aware and understand that the Activities may involve work that may be hazardous to me, inherently dangerous, and may expose me to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily participating in the Activities and have considered these risks. I hereby expressly and specifically assume such risks, including, but no limited to, the risk of damage, injury, harm, or death, in connection with such Activities. In addition to any other risks posed by participating or volunteering with Oakmont Carnegie Library and Borough of Oakmont, I understand that, despite any safety precautions being taken by Oakmont Carnegie Library, by participating or volunteering with Oakmont Carnegie Library, there is a risk of potential exposure to harmful viruses or bacteria, which may result in illness or death. I release, forever discharge, and hold harmless the Released Parties from any and all liability, claim, costs, or expense related to such risk.

5. **Indemnification.** I hereby agree to indemnify, defend, and hold harmless the Released Parties from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that they may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with my participation in the Activities, arising out of any third-party claim.

6. **Miscellaneous.**

(a) I hereby agree that this Release represents the full understanding between the Released Parties and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof.

(b) I have fully and carefully read this Release, fully understand its contents, and sign it freely and willingly, without coercion or undue influence, and upon full and mature consideration.

(c) I further agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state of Pennsylvania, and this Release shall be governed by and construed in accordance with Pennsylvania law, without giving effect to its conflict of laws rules. I agree that the sole and exclusive jurisdiction and venue for litigation between myself and the Released Parties will be a state or federal court having jurisdiction over Allegheny County, Pennsylvania.

(d) If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or

provision shall not otherwise affect the validity of the remaining terms and provisions.

(e) This Release is binding on and inures to the benefit of the Released Parties and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(f) Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.

Date:_____

_____
Signature of Volunteer

_____
Volunteer's Printed Name

[If the volunteer is under 18 years of age, a parent or legal guardian must also sign.]

IF VOLUNTEER IS UNDER 18:

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this Release. I authorize the Released Parties to obtain medical treatment for such minor and release it from liability in accordance with Section 3 of this Release.

Date:_____

_____
Signature of Volunteer's
Parent/Guardian

_____
Parent/Guardian Printed Name