

VOLUNTEER AGREEMENT AND RELEASE FROM LIABILITY

LIABILITY WAIVER AND RELEASE

1. I, [full name of volunteer], agree to work for New Amsterdam City Swim Foundation, Inc. ("**NACS**") as a volunteer on the New Amsterdam City Swim on June 12, 2016 (the "**Swim**").
2. As a volunteer, I understand that I control the dates and times when I do the work and that NACS is not responsible for scheduling my volunteer work. I also understand that I will not be compensated for any time spent volunteering, nor am I entitled to benefits, including employment insurance benefits upon the termination of this agreement or as a result of this service. I further acknowledge that NACS reserves the right to change the details (such as the date, start time, course, and distance) of, and amenities offered at, the Swim at any time for any reason, and I hereby waive and release any claims that I may have as a result of any such change. I understand that the materials and tools provided by NACS are and remain the property of NACS, and I agree to return these tools and any remaining materials to NACS at the end of my volunteer service.
3. I am aware that participation as a volunteer may require periods of standing and in some cases, and if I volunteer to assist with swimmer safety, being in or in close proximity to the Hudson river and will require the exercise of reasonable care to avoid injury. I am voluntarily participating in this activity with knowledge of the hazards and potential dangers involved, and agree to accept any and all risks of personal injury and property damage. I agree not to enter or volunteer at the Swim unless I am medically able and properly trained. I agree to abide by any decision of a Swim official relative to my ability to safely complete my volunteer service at the Swim.
4. I hereby understand, acknowledge and agree that NACS reserves the right to terminate my work as volunteer for any reason. This termination may be based on, but is not limited to, any violation of any rule or safety parameter set forth by NACS, the Hudson River Park Trust, the People of the State of New York, the New York Executive Department, the New York State Office of Parks, Recreation and Historic Preservation, the New York City Region of State Parks, Recreation and Historic Preservation Commission, the Department of Environmental Conservation, the City of New York, and the New York City Department of Parks and/or, any New York City agency, or any other governing body.
5. As consideration for volunteering for NACS, I hereby agree that I, and my assignees, heirs, guardians, legal representatives and any other person being entitled to act on my behalf, will not make a claim against or sue: NACS or its directors, officers, employees, other volunteers, agents, contractors, all NACS' event sponsors, organizers, promoters, officials, property owners, advertisers, governmental bodies and/or municipal agencies whose property and/or personnel are used for the Swim, including but not limited to the Hudson River Park Trust, the People of the State of New York, the New York Executive Department, the New York State Office of Parks, Recreation and Historic Preservation, the New York City Region of State Parks, Recreation and Historic Preservation Commission, the Department of Environmental Conservation, the City of New York, and the New York City Department of Parks and Recreation, and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing (individually and jointly referred to as the "**Released Parties**"), for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any of its officers, employees, agents, or contractors of NACS as a result of my volunteering, even though such claim or liability may arise out of negligence or fault on the part of any of the Released Parties. I hereby acknowledge that I am volunteering my services for the Swim, that I am not an employee of any of the Released Parties, and

that I am waiving my right to receive the minimum wage pursuant to federal law and New York State's Minimum Wage Act (Article 19 of the New York State Labor Law).

I FOR MYSELF AND ANYONE ENTITLED TO ACT ON MY BEHALF DO HEREBY RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ALL ACTIONS, CLAIMS, OR DEMANDS THAT I, MY HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES NOW HAVE, OR MAY HAVE IN THE FUTURE, FOR INJURY OR DAMAGE RESULTING FROM MY PARTICIPATION IN THE SWIM.

AUTHORIZATION

6. I UNDERSTAND THAT IF I AM INJURED IN THE COURSE OF MY WORK FOR NACS, I AM NOT COVERED BY ANY WORKERS' COMPENSATION PROGRAM. I authorize NACS and its designees to seek emergency medical treatment on my behalf in case of injury, accident or illness to me arising from my involvement as a volunteer. I also grant them access to my medical records and physicians, as well as other information relating to medical care that may be administered to me at any such medical facility as a result of my involvement in the Event as a volunteer. I understand that I will be responsible for medical costs incurred by such accident, illness or injury.

PUBLICITY RELEASE

7. I hereby grant to NACS the irrevocable and assignable right to depict in perpetuity, worldwide, and in any and all media now or hereafter known, my likeness, image, name, words, voice, and/or biographical information of me volunteering in the Swim (collectively "Images") in photographic works, motion pictures, video recordings and/or other works, and I agree that such Images may be used by NACS for any purpose without compensation.

CLASS/COLLECTIVE WAIVER

8. I hereby agree that all claims must be pursued on an individual basis only. By signing this agreement, I hereby waive my right to commence, or be a party to, any class or collective claims or to bring jointly any claim against the Release Parties with any other person.

ACKNOWLEDGMENT OF UNDERSTANDING

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL. I EXPRESSLY AGREE THAT THIS VOLUNTEER WAIVER/RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF NEW YORK AND THAT THIS WAIVER SHALL BE GOVERNED BY AND INTERPRETED BY THE LAWS OF THE STATE OF NEW YORK. I AGREE THAT IN THE EVENT THAT ANY CLAUSE OR PROVISION OF THIS VOLUNTEER WAIVER/RELEASE SHALL BE HELD TO BE INVALID BY ANY COURT OF COMPETENT JURISDICTION, THE INVALIDITY OF SUCH CLAUSE OR PROVISION SHALL NOT OTHERWISE AFFECT THE REMAINING PROVISIONS OF THIS WAIVER/RELEASE, WHICH SHALL CONTINUE TO REMAIN IN FULL FORCE AND EFFECT.