



The City of Newburgh Office of the City Manager

Michael G. Ciaravino
City Manager

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WAIVER AND RELEASE FOR VOLUNTEERS

I, _____ [*Please Print*], the undersigned, in return for adequate and sufficient consideration which is hereby acknowledged, hereby agree to release, discharge and hold harmless the City of Newburgh, Newburgh Urban Farm and Food Initiative (NUFFI), Community Foundation of Orange and Sullivan, their officers, employees and agents from any and all claims, actions, incidental or consequential or unknown damages, proceedings, obligations or other demands arising now or at any time in the future out of the undersigned performing services for the City of Newburgh, Newburgh Urban Farm and Food Initiative (NUFFI), Community Foundation of Orange and Sullivan as a volunteer. If I was previously, or am currently, or may become in the future an official, officer employee or agent of the City of Newburgh, Newburgh Urban Farm and Food Initiative (NUFFI), Community Foundation of Orange and Sullivan, then I hereby acknowledge that the voluntary services to be performed by me hereunder are completely unrelated to and separate and apart from any duties or services performed by me as such official, officer, employee or agent and shall not entitle me to any benefit, compensation, coverage or protection to which I would otherwise be entitled.

I hereby release the City of Newburgh, Newburgh Urban Farm and Food Initiative (NUFFI), Community Foundation of Orange and Sullivan from any and all claims I may have for injuries including but not limited to death to me or to anyone acting in concert with me as a volunteer. I hereby release the City of Newburgh, Newburgh Urban Farm and Food Initiative (NUFFI), Community Foundation of Orange and Sullivan from any and all claims I may have for damage to any property or personalty arising out of my serving as a volunteer. I will not seek any reimbursement, directly or indirectly, for any costs or expenses I may incur or for any lost income or compensation or other remuneration to which I might otherwise be entitled or could have realized as a result of any cause related to my service as a volunteer. This waiver shall be binding upon and insure to the benefit of the City of Newburgh, Newburgh Urban Farm and Food Initiative (NUFFI), Community Foundation of Orange and Sullivan and their respective affiliates, successors and assigns.

I further agree to defend, indemnify and hold harmless the City of Newburgh, Newburgh Urban Farm and Food Initiative (NUFFI), Community Foundation of Orange and Sullivan, their officers, agents and employees from any and all claims and damages against the City of Newburgh, Newburgh Urban Farm and Food Initiative (NUFFI), Community Foundation of Orange and Sullivan resulting from my own negligence or recklessness.

This waiver and release shall be a continuing one and shall survive the termination or expiration of any further actions, proceedings or agreements relating to the underlying subject.

This Waiver and Release contains the final agreement of the parties and supercedes any prior written or oral agreement between the parties. This Release shall be enforced under and governed by the laws of the State of New York. If any provision of this Release is deemed invalid, the remaining portions shall remain in full force and effect.

Over for Signature →

