

CLEARWATER FESTIVAL

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability ("Release") releases Hudson River Sloop Clearwater, Incorporated, a nonprofit corporation organized and existing under the laws of the State of New York ("Nonprofit"), and each of its directors, officers, employees and agents. I ("Volunteer") desire to provide volunteer services for Nonprofit and engage in activities related to serving as a Volunteer at the Clearwater Festival, including, but not limited to, catering support, site setup, safety, and participant information.

Volunteer understands that the scope of Volunteer's relationship with Nonprofit is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that Nonprofit will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's services to Nonprofit.

1. Waiver and Release: I release and forever discharge and hold harmless Nonprofit and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the services I provide to Nonprofit. I understand and acknowledge that this Release discharges Nonprofit from any liability or claim that I may have against Nonprofit with respect to bodily injury, personal injury, illness, death or property damage that may result from the services I provide to Nonprofit or occurring while I am providing volunteer services.
2. Insurance: I understand that Nonprofit does not assume any responsibility for or obligation to provide me with financial or other assistance, including, but not limited to, medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of such injury or medical expenses incurred by me.
3. Medical Treatment: I hereby release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Nonprofit.
4. Assumption of Risk: I understand that the services I provide to Nonprofit may include activities that may be hazardous to me including, but not limited to, all activities that support the volunteer area I have chosen. As a Volunteer, I hereby expressly assume the risk of injury or harm from these activities and release Nonprofit from all liability for injury, illness, death or property damage resulting from the services I provide as a Volunteer or occurring while I am providing volunteer services.
5. Image Release: I grant and convey to Nonprofit all right, title and interest in any and all photographs, images, video or audio recordings of me or my likeness or voice in any and all media made by Nonprofit in connection with my providing volunteer services to Nonprofit.
6. Other: As a Clearwater Volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York and that this release shall be governed by and interpreted in accordance with the laws of the State of New York. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Signature of Volunteer

Print Name of Volunteer

Date