

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participating in the Student-Community Connect Program (the "Program"), I hereby release from, waive and discharge all actions, claims, or demands arising out of my participation in the Program that I, my assignees, heirs, guardians, and legal representatives now or hereafter have against the Borough of West Chester (the "Borough"), its officers, elected officials, agents, contractors or employees (the "Releasees") for damage or losses on account of any injury or property damage resulting from my participation in the Program, including those resulting in permanent disability or death.
2. I hereby agree and covenant to save and hold harmless, indemnify from, and defend any claim, loss, liability, damage or costs, including court costs and attorney fees, filed against or incurred by the Borough and/or the Releasees arising from my participation in the Program.
3. I am fully aware of the risks involved and hazards connected with the Program, including but not limited to injuries resulting from physical exertion, fatigue or exhaustion and the use of lawn care equipment such as lawn mowers or snow blowers. I hereby elect to voluntarily participate in the Program with full knowledge that the Program may be hazardous to me or my property. I voluntarily assume full responsibility for any and all risks of loss, property damage or personal injury, including death, that may be sustained as a result of my participation in the Program.
4. I fully understand and acknowledge that any individual participating in the Program is not an employee, independent contractor, volunteer or agent of the Borough. I understand and acknowledge that the Borough has not and will not provide any compensation or benefits to any individual participating in the Program, and that the Borough's sole role in the Program is to connect individuals who are willing to perform miscellaneous work with individuals who desire such work to be performed on their property. The Borough does not make any representations or warranties as to such individual's experience performing or ability to perform the requested work.
5. I fully understand and acknowledge that the Borough will not provide any compensation, reimbursement or benefits whatsoever as consideration for my participation in the Program.

I HEREBY CERTIFY THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND HAVE CAREFULLY READ THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND ITS TERMS AND CONDITIONS. I FURTHER UNDERSTAND THAT THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT IS A BINDING AGREEMENT AND THAT I HAVE FORFEITED SUBSTANTIAL RIGHTS BY SIGNING IT.

Participant's Name

Address

Participant/Guardian's Signature

Date