



Volunteers Needed

The Warren County Prosecutor's Office, the Warren County Chief of Police Association, the Phillipsburg Board of Education, the Warren County Office of Emergency Management, the New Jersey State Police, the New Jersey Department of Homeland Security and Protection and the United States Department of Homeland Security will be conducting an Active Shooter and Mass Causality Full Scale Exercise on June 29th, 2019 and are in need of volunteers for this upcoming exercise.

Saturday, June 29, 2019- 8AM – 1:00PM

Phillipsburg High School

1 Stateliner Boulevard, Phillipsburg, NJ 08865

The volunteers will play the role of victims and will be treated by police/first responders and will be transported out of the building to an ambulance and then transported to either Saint Luke's Warren Hospital or Easton Hospital. The volunteers will then be transported back to the training site, where they will be de-briefed and released.

Volunteers are asked to wear old clothing that may get stained or dirty.

Volunteers are required to sign a WAIVER & RELEASE OF LIABILITY (attached). All volunteer under the age of 18 are required to have the waiver signed by a parent or legal guardian.

Volunteer Service certificates can be provided upon request.

If you are interested in volunteering, please contact Chief of Staff Bill Epell at (908) 475-6625 /weppell@co.warren.nj.us or Chief Scott Robb at (908) 454-9836/ chief@pohatcongtpw.org.

Only volunteers that are pre-registered are permitted to take part in the exercise.

WAIVER & RELEASE OF LIABILITY

IN CONSIDERATION of the opportunity to participate in the Warren County Active Shooter Mass Causality Full Scale Exercise on June 29th, 2019 (**the "Program"**), I, on behalf of myself and my heirs, next of kin, executors, administrators, representatives, estate, successors and assigns, hereby acknowledge and agree as follows:

1. I have been FULLY ADVISED and UNDERSTAND: (a) the nature of the Program and the inherent hazards, risks and dangers involved and incidental to participation; (b) participation in the Program and the Program activities involves known and unanticipated risks of serious bodily injury, including permanent disability, paralysis, death and damage or destruction of personal property, that such risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Program, the conditions in which the Program takes place, and/or the NEGLIGENCE OF THE RELEASEES NAMED BELOW; (c) that there may be other risks and social and economic losses and damagers, either not known to me or readily foreseeable at this time; (d) the Program may involve transportation by ambulance or emergency vehicle over and across state lines on roadways, streets, highways, trails, and facilities open to the public to or from a hospital, emergency facility and/or the Program or other location under simulated emergency conditions, and upon which the risks and hazards of traveling are to be expected; and that I fully and expressly agree TO ACCEPT AND ASSUME ANY AND ALL SUCH RISKS, HAZARDS AND DANGERS AND RESPONSIBILITY FOR ANY INJURY, DEATH, PROPERTY DAMAGE, LOSSES, COSTS AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION.
2. I expressly represent and warrant that I am in good health, have no known chronic health conditions and that I am in proper physical condition to participate in the Program.
3. I hereby knowingly agree to forever, irrevocably and unconditionally RELEASE, DISCHARGE, WAIVE AND RELINQUISH any liability or claims now, and in the future, that I may have against the Warren County Prosecutor's Office, County of Warren, their respective representatives, affiliates, administrators, officers, employees, agents, members, volunteers, insurers, successors and assigns, any and all other participants, volunteers, participating or co-sponsoring agencies, organizations, facilities, including but not limited to any and all law enforcement, rescue, first aid, ambulance, rescue squad, fire company, fire department, emergency service organization or agency and any member, employee volunteer or agent thereof, and, if applicable, the owners and lessors of any premises or motor vehicles used in connection with the Program, or on which the Program takes place (each considered one of the "RELEASEES" herein), from any and all LIABILITY, CLAIMS, DEMANDS, RIGHTS, ACTIONS, SUITS, CAUSES OF ACTION, OBLIGATIONS, DEBTS, COSTS, EXPENSES, LOSSES, CHARGES EXPENSES, ATTORNEY'S FEES, DAMAGES, JUDGMENTS of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, related to or arising, directly or indirectly, in whole or in part, from MY PARTICIPATION IN THE PROGRAM, my access to and/or use of any facility, building, structure, equipment property or vehicle used in connection with the Program, the condition, maintenance, inspection, supervision, control or security of any of the same, and/or the acts or omissions of any of the RELEASEES, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this Waiver and Release of Liability applies not only to facilities, equipment and other property, but also to any and all activities that I engage in at the premises, whether inside or outside, and all other places and locations used for the Program.
4. I hereby knowingly HOLD HARMLESS, RELEASE, DISCHARGE AND AGREE NOT TO SUE OR MAKE A CLAIM AGAINST the RELEASEES for any damages, losses, costs or expenses relating to or arising from my participation in the Program and for any and all liability from any damages to property of, or death, bodily injury, personal injury or death to, any third party, relating to or arising from my participation in the Program and for any act or omission by me related thereto.
5. I hereby knowingly RELEASE, DISCHARGE AND EXEMPT the RELEASEES from any and all liability relating to or arising out of any bodily or personal injury, death, property damage, losses or damages to me while participating in the Program, whether or not such injuries, losses or damages results from the negligence of the RELEASEES.
6. I hereby knowingly agree to NEVER INSTITUTE ANY SUIT OR ACTION AT LAW OR EQUITY against the RELEASEES by reason of any injuries, losses or damages to me arising from my participation in the Program; and I further agree that

if, despite my express release and waiver of liability, assumption of the risk, convent not to sue and hold harmless the RELEASEES, I, or anyone on my behalf, make a claim against any of the RELEASEES, I shall INDEMNIFY AND DEFEND AND SAVE AND HOLD HARMLESS each of the RELEASEES, from any litigation expenses, attorneys fees, loss, liability, damage, cost or expense which any of the RELEASEES may incur as a result of such claim.

- 7. I hereby knowingly agree that this Waiver and Release of Liability shall be effective and binding upon my heirs, next of kin, executors, administrators, representatives, estate, successors and assigns, in the event of my death or incapacity.
- 8. I hereby knowingly agree that this Waiver and Release of Liability shall be governed by and interpreted solely in accordance with the laws of the State of New Jersey. It is further understood and agreed that if any portion of this Waiver and Release of Liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this Waiver and Release of Liability shall remain in full force and effect and the offending provision or provisions severed here from.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND EXPRESSLY INTEND, TO THE GREATEST EXTENT ALLOWED BY LAW, IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ANY AND ALL LIABILITY AND WAIVER OF ANY RIGHT THAT I MAY OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST THE RELEASEES.

Dated: _____

Signature of Participant

Print Name of Participant

PARENTAL CONSENT

By signing below, I represent, warrant and certify that I am the parent or legal guardian of the above listed Child and have the authority to execute this Waiver and Release of Liability on his/her behalf and to act on his/her behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated herein, including any and all releases of liability, waivers, covenants, warranties and representations contained therein. As the parent or legal guardian of the above listed Child, I am entering into this Agreement on behalf of myself, my spouse or domestic partner, the Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate, and anyone else who can claim by or through such person or persons.

Dated: _____

Signature of Parent or Legal Guardian

Print Name of Parent or Legal Guardian