

Waiver, Release And Hold Harmless Agreement

This Waiver, Release and Hold Harmless Agreement ("Release") is made on this ____ day of _____, 20__ by _____ (Authorized Agent of Decedent, hereinafter "Agent").

WHEREAS, Not One More York Chapter, including its officers, directors, employees and volunteers (collectively "NOMYC"), offers and maintains a Memorial Board which displays photographs, names and other personal identification of individuals who have passed away due to drug related deaths (hereinafter "Decedent"); and

WHEREAS, in consideration of the willingness of NOMYC to display a Decedent on the Memorial Board, Agent is willing to execute this Waiver, Release and Hold Harmless agreement.

NOW THEREFORE, Agent, on behalf of the Decedent and their heirs, assigns and all other persons or entities claiming by, under or through Decedent, intending to be legally bound due to the consideration represents, covenants and agrees as follows:

1. Agent confirms that they are authorized to act on behalf of the Decedent, due to either being appointed as Executor of Decedent's Last Will and Testament, being the closest living relative to Decedent or being an authorized agent of Decedent and that they have the consent of all other agents or living relatives who are of the same relationship to the Decedent.
2. Agent acknowledges that, in addition to remembering loved ones, one of the purposes of the Memorial Board is to bring awareness to the results of drug addiction. Therefore, Agent consents to the Memorial Board that contains Decedent's picture, being displayed in private and public venues as well as in publications and internet sites, including but not limited to, social media and websites. Agent waives all rights of privacy related to Decedent's image and likeness.

3. Agent understands that the Memorial Board is dedicated to anyone who has passed away from a drug related death and who is either 1) from York County (but may have passed away in another location) or 2) passed away in York County. Agent agrees that the final decision of whether or not to include Decedent on the Memorial Board remains with the Board of NOMYC.
4. Agent agrees to provide the following information related to the Decedent for use on the Memorial Board: Name, Date of Birth, Date of Death and Case of Death.
5. Agent waives, releases and forever discharges any and all claims against NOMYC for any damages, losses or claims, whether known and unknown, which may arise as a result of displaying Decedent's picture and information.
6. Agent agrees to indemnify and hold NOMYC harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by NOMYC or Agent as a result of any claims or suits that (i) Agent, (ii) anyone claiming by, under or through Decedent or (iii) any third party, may bring against NOMYC to recover any losses, liabilities, costs, damages, or expenses which arise from presentation of Decedent's picture and information on the Memorial Board.

Wherefore, Agent acknowledges having carefully read and reviewed this Waiver, Release And Hold Harmless Agreement, and Agent represents that it fully understands and voluntarily executed the same.

EXECUTED this _____ day of _____, 20____.

Agent – Name:

Name of Decedent: _____

Year of Birth – Year of Death: _____

Cause of Death: _____