

City of San Bernardino VOLUNTEER RELEASE & WAIVER OF LIABILITY



Required by the City of San Bernardino for all volunteers.

Please read carefully! This is a legal document that affects your legal rights.

I want to participate in volunteer activities for the City of San Bernardino, henceforth referred to as City. As a City volunteer, I freely, voluntarily, and without duress execute this Release and Waiver under the following terms:

1. Assumption of Risk. I understand that my work for the City may include activities that are hazardous and/or physically strenuous and that I may be exposed to personal injury or damage to my property as a result of my activities, the activities of other persons, or the conditions under which my services are performed while participating in City volunteer activities. Though the City will provide me with support, supervision, training, and supplies to accomplish assigned tasks, I agree to the following:

- I will follow all instructions provided by the City, its employees, or volunteer coordinators.
- I will only use equipment that I know how to operate and use safely.
- I will not undertake any activity for which I do not feel sufficiently prepared or able and until I have received instructions.
- I will take all reasonable precautions to avoid injury to myself and to others and damage to property.
- Finally, I agree to assume the risk of injury or harm and release the City, its officers, directors, employees, and other City volunteers from all liability for injury, illness, death, or property damage arising from my work as a volunteer.

2. Indemnity. I hereby agree to defend, indemnify, save and hold free and harmless the City and its officials, officers, employees, volunteers and agents from any and all liability from loss, damage, cost or injury, including wrongful death, to any property or persons, including third parties, in any manner arising out of or incident to any acts, omissions or willful misconduct of me while I participate in the volunteer activities, whether or not while using City equipment, supplies and apparatus, including without limitation the payment of attorneys' fees. Further, I shall defend at my own expense, including attorneys' fees, the City and its officials, officers, employees, volunteers and agents in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct. I agree to accept and assume full responsibility for any and all risks of damage, injury, or death resulting to me while participating in the volunteer activities, whether or not while using City equipment, supplies and apparatus, whether the risks are known or unknown to me.

3. Waiver and Release. I hereby agree, that in consideration for the City allowing me to participate in the volunteer activities, that I, my personal representatives, heirs, next-of-kin and assigns (collectively the "Releasers") hereby release, waive, discharge and covenant not to sue the City and its officials, officers, employees, volunteers and agents from and for any and all liability for any loss or damage to me or the other Releasers, and from and for any claim or demands therefor on account of injury to the person or property of me or the other Releasers, including death, whether caused by the negligence of me, the City, other participants in the volunteer activities, or anyone else while I participate in the volunteer activities, whether or not using City equipment, supplies and apparatus, whether the risks are known or unknown to me.

4. Medical Treatment. I release and discharge the City from any claim that arises or may arise due to any first aid, medical treatment, or service rendered to me.

5. Insurance. The City does not have responsibility for providing any health, medical or disability insurance coverage for me.
IT IS MY RESPONSIBILITY AS A VOLUNTEER TO ENSURE I HAVE MEDICAL/HEALTH INSURANCE.

I understand that if I drive my personal vehicle for City business while volunteering, I must have a valid driver's license and proof of auto insurance.

6. Photographic Release. I grant to the City the right to use photographic images and video or audio recordings of me that are made by the City or others during my volunteer work for the City.

7. Severability. I agree that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of California and that this Release and Waiver is governed by and will be interpreted according to the laws of California. I understand that should any part of this Release and Waiver be ruled invalid by a court, the other parts will remain valid and continue to be in effect.

[SIGNATURES ON FOLLOWING PAGE]

I HAVE CAREFULLY READ, UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE OF LIABILITY. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS BY SIGNING THIS FORM. I HAVE AGREED TO SIGN THIS CERTIFICATION OF MY OWN FREE WILL. I CERTIFY THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE OR HAVE HAD THIS DOCUMENT SIGNED BY MY PARENT OR GUARDIAN. I UNDERSTAND THAT I MAY SEEK THE ADVICE OF AN ATTORNEY IN ANY MATTER CONNECTED WITH THIS FORM BEFORE SIGNING.

PRINT Adult's Name

If consenting for a minor, print name(s) on lines above and below

Street Address

City, State, Zip

Telephone

E-mail Address

Signature

Date

Emergency Contact

Telephone