

CITY OF VALLEJO
“LEND A HAND COMMUNITY VOLUNTEER PROGRAM”

VOLUNTEER AGREEMENT AND RELEASE OF LIABILITY

The City of Vallejo and the City of Vallejo's Lend a Hand Community Volunteer Program appreciate your willingness to serve as a volunteer. We want you to be aware that volunteer duties may include but are not limited to: site field inspections/re-inspections, clerical duties, and light to moderate maintenance work. Because of the potential risks associated while performing these duties, please read this Agreement and Release of Liability carefully.

YOUR ROLE AS A VOLUNTEER: In consideration of the privilege of participating in the City of Vallejo's Lend a Hand Community Volunteer Program ("Program"), you agree as follows: (1) You are not an employee, agent, subcontractor, or independent contractor and have no expectation that, as a result of your volunteer service, you will be provided employment with the City of Vallejo, now or in the future. The City of Vallejo will not provide you with compensation, unemployment insurance, worker's compensation, or any other benefit of employment in connection with your volunteer service; (2) You will perform the volunteer duties assigned to you by the City to the best of your ability, and will comply with all policies and procedures of the City; and (3) You may discontinue your service as a volunteer at any time, with notice, and for any reason, with or without cause.

THE VOLUNTEER HEREBY FREELY, VOLUNTARILY, AND WITHOUT DURESS EXECUTES THIS RELEASE UNDER THE FOLLOWING TERMS:

1. **RELEASE AND WAIVER.** Volunteer does hereby release and hold harmless the City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with the Volunteer's activities with the City of Vallejo and/or the City of Vallejo's Lend a Hand Community Volunteer Program. Volunteer understands that this Release discharges the City of Vallejo from any liability or claim that the Volunteer may have against the City of Vallejo with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with the City of Vallejo and/or the City of Vallejo's Lend a Hand Community Volunteer Program, whether caused by the negligence of the City or its officers, officials, directors, employees, agents, volunteers and affiliates. Volunteer also understands that the City of Vallejo does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

The provisions of Section 1542 of the Civil Code of the State of California are hereby expressly waived, upon the understanding that said Section provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

2. **MEDICAL TREATMENT.** Volunteer does hereby release and discharge the City of Vallejo from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's activities with the City of Vallejo

3. **EMERGENCY HEALTH CARE.** In the event of your injury or illness, whether real or suspected, during your volunteer service with the City of Vallejo, you authorize the person named as your emergency contact on this form, and give permission to take you or arrange for emergency transportation to a doctor or hospital for medical diagnosis or treatment, including but not limited to emergency surgery or medication, and you assume

the responsibility of all related fees and expenses arising there-from. Furthermore, Volunteer agrees to use Volunteer's personal medical insurance as a primary medical coverage payment if accident or injury occurs.

4. ASSUMPTION OF THE RISK. The Volunteer consents to participation in the Program and fully understands that Volunteer's participation may involve risk of serious injury or death, including losses which may result not only from the Volunteer's own actions, inactions or negligence, but also for the actions, inactions or negligence of others, the conditions of the facilities, equipment, or areas where the activity is being conducted. Volunteer understands that if Volunteer has any risk concerns, he or she should discuss the risks associated with Volunteer's participation in the activity with the activity coordinators and City staff, before the activity begins.

Knowing and understanding the risks associated with participation in the activity or activities, including duties that may be hazardous to the volunteer, including, but not limited to: site field inspections/re-inspections, clerical duties, and light to moderate maintenance work, Volunteer hereby voluntarily and willingly, expressly and specifically assumes responsibility for all risks and dangers associated with participation in the activities and releases the City of Vallejo, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all injury, illness, death, property damage claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of in connection with or resulting from the duties performed as a Volunteer.

5. INSURANCE. The Volunteer understands that, except as otherwise agreed to by the City of Vallejo in writing. The City of Vallejo does not carry or maintain medical or disability insurance coverage for any Volunteer. Proof of current auto insurance coverage along with a copy of current driver license will be required of volunteers who will be driving their personal vehicles to perform their job duties.

Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

6. PHOTOGRAPHIC RELEASE. Volunteer does hereby grant and convey unto the City of Vallejo all right, title, and interest in any and all photographic images and video or audio recordings made during the Volunteer's activities with or for the City of Vallejo, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

7. OTHER. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

By signing below, you acknowledge that you have carefully read this Agreement and Release of Liability, and agree with its terms as binding on you, your heirs, legal representatives, successors and assigns. If you are under 18, you also must obtain the consent, agreement and release of a parent /guardian who is legally responsible for you as reflected below.

Print First Name _____ M.I. ____ Last Name _____

Signature: _____

Address _____

City _____ State _____ ZIP _____

Phone Number: _____ E-mail Address: _____

Today's Date: _____ Date of Birth: ____/____/____

Emergency Contact: _____ Phone Number: _____

I, the undersigned parent/guardian of a volunteer under the age of 18 years, consent to the participation of the minor child identified above as a volunteer with The City Of Vallejo Lend A Hand Community Volunteer Program. My signature indicates that I have fully read this document, am legally responsible for the child identified and am qualified to sign this agreement. I hereby consent and agree to the terms of this Agreement and Release of Liability on behalf of my child/guardian and agree that it shall be binding upon me, my heirs, legal representatives and assigns.

Parent/Guardian Name: _____

Signature of Parent/Guardian: _____

Today's Date: _____