

# RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

In consideration of the acceptance by the City of the application for entry into the volunteer program listed on the volunteer application and entry to and use of any facilities or equipment as part of the volunteer program, I hereby waive, release and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which may hereafter accrue to me as a result of my participation in said volunteer program. This release Agreement is intended to discharge in advance the City of Santa Clara, its City Council, officers, agents, and employees from and against any and all liability arising out of or connected with my participation in said volunteer program and entry to and use of any facilities or equipment, even though that liability may arise out of NEGLIGENCE or CARELESSNESS, on the part of the persons or entities mentioned above.

I AM AWARE THAT THE VOLUNTEER PROGRAM MAY SUBJECT ME TO PHYSICAL RISKS AND DANGERS. NEVERTHELESS, I VOLUNTARILY AGREE TO ASSUME ANY AND ALL RISKS OF INJURY OR DEATH, AND TO RELEASE, DISCHARGE, AND HOLD HARMLESS ALL OF THE ENTITIES OR PERSONS MENTIONED ABOVE WHO, THROUGH NEGLIGENCE OR CARELESSNESS, MIGHT OTHERWISE BE LIABLE TO ME, OR MY HEIRS, PERSONAL REPRESENTATIVES, RELATIVES, SPOUSE OR ASSIGNS.

It is understood and agreed that this waiver, release, and assumption of risk is to be binding on my HEIRS, PERSONAL REPRESENTATIVES, RELATIVES, SPOUSE and ASSIGNS and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully READ this Agreement and fully understand its content. All participants registered in the volunteer program, including minors 13-17 years of age, must sign this Agreement.

Date: \_\_\_\_\_

### ADULT VOLUNTEERS, SIGN BELOW

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

### VOLUNTEERS, AGE 13-17, SIGN BELOW

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

### TO BE COMPLETED BY PARENT OR GUARDIAN OF MINOR VOLUNTEERS

I have fully read this Agreement and fully understand its content. Furthermore, the significance of this release of liability and assumption of risk agreement has been EXPLAINED TO THE MINOR.

I certify that I have custody or am the legal guardian of said minor and that I and/or my minor child are physically able to participate in the City's Volunteer Program. In the event I or said minor requires medical treatment while under the supervision of City staff and/or agents, I authorize said staff to provide and/or authorize medical treatment. I expect City staff to contact me immediately in the event emergency medical treatment is required for said minor, but this contact is not necessary to administer emergency aid. I hereby grant permission to City to include pictures and/or video of me and/or said minor during department volunteer activities for brochures or other publicity. I understand I will not receive any compensation for use of such pictures or video.

Signature of parent or guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print parent/guardian name: \_\_\_\_\_

Address: \_\_\_\_\_

Please indicate whether you are signing as:  Parent  Guardian