



## City of Vallejo – Volunteer Waiver

THIS RELEASE AND WAIVER OF LIABILITY (the “Release”) is executed on [DATE] \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [PLEASE PRINT MINOR’S NAME], a minor child (the “Participant”) and \_\_\_\_\_ [PLEASE PRINT PARENT/GUARDIAN NAME], the parent having legal custody and/or the legal guardian of the Participant (the “Guardian”)(collectively “Participants”), in favor of the City of Vallejo, its directors, officers, employees, volunteers and agents (collective “Releasees” ). The Participant desires to volunteer at programs and activities conducted on City of Vallejo property. As used in this Release, the terms “Volunteer”, “Participate” and “Participation” are intended to be used in their broadest sense and shall include any and all activities of any kind or nature, at any time and in any place that is performed by the Participant on the City of Vallejo property.

Parent/Guardian hereby grants consent for Participant to participate as a volunteer in activities on City of Vallejo property. In consideration for the opportunity to volunteer in and to participate in activities, Participant does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. Waiver and Release. Participants do hereby release and forever discharge and hold harmless the City of Vallejo and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participation. Participants understand that this Release discharges the City of Vallejo from any liability or claim that the Participants may have against the City of Vallejo with respect to any bodily injury, personal injury, illness, death, disability, property damage, incidental or consequential damages, punitive damages or special damages that may result from Participation, whether caused by the negligence of City of Vallejo or its officers, directors, employees or agents, other City of Vallejo volunteers, or otherwise. Participants also understand that the City of Vallejo does not assume any responsibility for or obligation to provide financial aid or other assistance, including but not limited to, medical, health or disability insurance except as the City of Vallejo has specifically disclosed in writing to the Participants.

2. Medical Treatment. Participants do hereby release and forever 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 by any person in connection with Participation.

3. Assumption of the Risk. Participants acknowledge that there are potential hazards (“Hazards”), known and unknown, involved in Participation. The term “Hazards” is intended to be used in its broadest sense and includes, but is not limited to natural hazards (land, weather, etc.) and man-made hazards (concrete, steel, etc.), food contamination, as well as hazards typical for playing gaming equipment and competitive games. The Participants understand and acknowledges that participation may include Hazards that could harm the Participant, and that such Hazards may or may not always be obvious. Participants hereby expressly and specifically assume the risk of injury or harm for all such Hazards and releases the City of Vallejo from all liability for injury, illness, and death or property damage resulting from Participation.

4. Insurance. The City of Vallejo may elect, in its sole discretion, to provide group accident insurance for special projects. Any coverage so provided will be governed by the policy language. Except to the extent it makes available such group accident insurance, the City of Vallejo does not carry or maintain, and expressly disclaims responsibility for providing any health, medical or disability insurance coverage for the Participants. Participants are not employees or agents of the City of Vallejo and the City of Vallejo shall not be responsible for the purchase of worker’s compensation insurance. EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE COVERAGE IN EFFECT. PARTICIPANTS EXPRESSLY ACKNOWLEDGE THAT THERE HAS BEEN NO EXPRESS OR IMPLIED AGREEMENT BY LAW TO PROVIDE INSURANCE COVERAGE OF ANY KIND TO THE PARTICIPANT.

5. Photographic Release. Participants, without entitlement to any additional compensation, do hereby grant and convey to the City of Vallejo authorization to use in perpetuity, and all right, title and interest in any and all photographic images and video or audio recordings made by the City of Vallejo that depict Participant, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. Other. Participants expressly agree that this Release is intended to be as broad and inclusive as permitted by law. Participants agree 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 validity of the remaining provisions of this Release shall continue to be enforceable.

7. General City of Vallejo Program Participation Rules. Participants acknowledge reading and understanding the Participant Rules set forth below and agree to fully conform to such Rules in connection with all Participation on or about the City of Vallejo operational sites.

**Participant Rules for Minors**

1. Only persons within the required age limit are permitted to serve as a volunteer within the City of Vallejo. You must consult the City of Vallejo for the age limitation.
2. Minors under the age of 18 and within the required age limit must be accompanied by an adult, or have parental consent and a signed waiver.
3. Minors under 18 will only volunteer when someone over the age of 18 is also on shift.
4. Appropriate clothing must be worn when volunteering with the City of Vallejo; nothing deemed too revealing, sexually explicit, or containing profane or offensive messages may be worn by Participants.
5. Wear footwear that is appropriate to the task.
6. No smoking.
7. No horseplay or violence.
8. No alcohol or illegal drugs.
9. Do not engage in illicit or sexual activity
10. The Participant shall be responsible for their own transportation to and from the volunteer location.

IN WITNESS WHEREOF, Participants have executed this Release as of the day and year first above written.

**PARTICIPANT:** \_\_\_\_\_

**GUARDIAN:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Phone: (H) \_\_\_\_\_

Phone: (H) \_\_\_\_\_

Phone: (W) \_\_\_\_\_

Phone: (W) \_\_\_\_\_

WITNESS Signature: \_\_\_\_\_

**Emergency Information**

In case of emergency please contact:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_