

Volunteer Liability Waiver and Agreement

[_____] (“Client”) is a nonprofit organization whose mission is to [summarize mission]. Client regularly engages volunteers in its activities. By signing below, I, the Volunteer (or the Volunteer’s legal guardian), agree that:

Policies and Safety Rules

For my safety and that of others, I will comply with Client’s volunteer policies, safety rules and other directions for all volunteer activities. I will supervise any child or other person for whom I am responsible. If I become aware of any hazardous condition or danger at a Client program site, I will alert Client.

Awareness and Assumption of Risk

I understand that Client activities have inherent risks that may arise from the activities themselves, my own actions or inactions, or the actions or inactions of Client, its directors, officers, employees and agents, other volunteers, and others present at Client program sites. [DESCRIBE RISKS, e.g., These risks may arise from: risks inherent in Client programs, including _____. They may also include _____.] I assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from my presence at Client program sites or participation in Client activities, regardless of the cause.

Waiver and Release of Claims

In consideration for my participation in Client programs, I waive and release any and all claims against: Client; the owner(s) of premises on which Client programs take place (collectively, “Landowners”); and Client’s and Landowners’ directors, officers, agents, employees, volunteers and affiliates (collectively, the “Released Parties”), for any liability, loss, damages, claims, expenses and attorneys’ fees resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at a Client program site or participation in Client activities, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims. I waive the protections of Section 1542 of the California Civil Code, which provides that a general release does not extend to certain claims not known to me at the time I signed this waiver and release.

Medical Care Consent and Waiver

I authorize Client to provide to me first aid and, through medical personnel of its choice, medical assistance, transportation and emergency medical services. This consent does not impose a duty upon Client to provide such assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment or medical service, including the lack or timing of such, made in connection with my volunteer activities with Client.

[Indemnification

I will defend, indemnify and hold the Released Parties harmless from and against any and all liability, loss, damages, claims and attorney’s fees that may be suffered by any Released Party resulting directly or indirectly from my Client volunteer activities or presence and Client program sites, except and only to the

extent the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.]

Confidentiality

As a volunteer, I may have access to confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as required in my Client volunteer activities or as Client’s executive director expressly authorizes in writing.

[Assignment of Work Product

If I prepare any work product for Client, I intend for Client to have full and exclusive rights to such work product, including brochures, reports, websites, software, presentations, or other materials I create or help to create for Client, and any intellectual property rights in or derivatives of such work product. Accordingly, I: (a) assign to Client all rights, title, and interest worldwide in the work product; (b) grant to Client an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in the work product that cannot be assigned to Client; and (c) waive enforcement against Client of any rights in the work product that cannot be assigned or licensed to Client.]

Publicity

I consent to the use by Client of my image, voice, name and/or story in any format, including video, print, or electronic (collectively, the “Materials”), as Client may deem appropriate to promote its programs. Client may make the Materials available at its discretion to third parties, on Client’s website, in Client’s publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product or to receive any payment. I grant to Client all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

[If you do not wish to agree to this consent, please check this box:]

Volunteer Not an Employee

I understand that (i) I am not an employee of Client, (ii) that I will not be paid for my participation, and (iii) I am not covered by or eligible for any Client insurance, health care, worker’s compensation, or other benefits. I may choose at any time not to participate in an activity, or to stop my participation entirely, with Client.

General Provisions

I understand that this agreement will be binding for the duration of my involvement with Client’s programs. This is the final, complete, and exclusive agreement between Client and me, and supersedes all prior or contemporaneous communications or understandings, either oral or written. This agreement will be binding to the fullest extent permitted by law. If any provision of this agreement is found to be illegal, invalid or unenforceable, the remaining terms will be effective.

I have read this agreement and understand its terms and that I am giving up certain legal rights by signing it. I sign it freely and voluntarily.

Volunteer Name

Volunteer Signature

Date

Parent’s/Guardian’s Name (if under 18)

Parent’s/Guardian’s Signature

Date

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