

City and County of San Francisco

Volunteer Agreement and Waiver and Release of Liability

I, _____ (please print), desire to volunteer to perform assigned duties for the City and County of San Francisco ("City"), without compensation, beginning April 17, 2016. In consideration for allowing me to participate as a City volunteer, I agree as follows:

Volunteer Status: I understand and acknowledge that I am engaging in this activity as a volunteer and not as an employee, agent, official, officer, or representative of the City or of the State of California. I further acknowledge that I may not be entitled to any compensation, benefit, or insurance coverage from the City, the State of California, the San Francisco Fire Department (NERT), the San Francisco Police Department (ALERT), San Francisco Animal Care and Control (DART), Medical Reserve Corp (MRC), San Francisco Auxiliary Communications Service (ACS) or any event promoter, sponsor or organizer. I understand and acknowledge that the City can terminate my status as a volunteer for the City at any time and for any reason. I further understand and acknowledge that acting as a volunteer does not create any employment relationship or expectation of a future employment relationship between me and the City.

Risk: I understand that some assignments may include activities that may be hazardous to me and may involve certain inherent risks from over-exertion or from environmental conditions, including but not limited to flooding, rockslides, sun exposure, or dangerous terrain. Despite the risks, I still choose to participate in such activity. I hereby agree for myself and for my personal representatives, heirs and next of kin:

1. To release, waive and discharge the City and County of San Francisco, and its commissions, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, or their employees (herein referred to collectively as "City") from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation as a volunteer in the Citywide April Drill, whether caused by the City's active or passive negligence or otherwise. I understand that this release extends to claims that I do not know or do not expect to exist at the time of the signing of this release, and I hereby waive the protections of California Civil Code Section 1542.
2. To protect, hold free and harmless, defend and indemnify the City from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation as a volunteer in the Citywide April Drill, whether caused by the City's active or passive negligence or otherwise. This indemnity shall include, without limitation, reasonable attorneys', experts' and consultants' fees, investigation costs, and all other reasonable costs incurred by the City.
3. To assume full responsibility for and risk of bodily injury or property damage incurred by myself arising either directly or indirectly from my participation in the Citywide April Drill, from any cause whatsoever, whether caused by City's active or passive negligence or otherwise.

Mental and Physical Fitness: I am not aware of any physical, mental, or other health limitation that would prevent me from safely participating in this event or activity. In consideration for being allowed to participate, I personally assume all risks, foreseen or unforeseen, in connection with the event or activity of any harm, injury, or damage I incur as a participant. I assume the responsibility of mental and physical fitness to safely participate in the assignment and agree to abide by all rules and requirements of the program. I will perform only those tasks assigned to me, observe all safety rules, and use care in the performing my assignments. I will not attempt to do work that I do not understand, that is beyond my training, or that is beyond my physical capabilities, nor will I use unfamiliar or unsafe tools. I acknowledge that I have received appropriate instruction regarding this event or activity, including appropriate safety and emergency procedures, and I fully understand those instructions. I will not participate if I am under the influence of alcohol or any drug that could impair my physical or mental abilities.

Confidentiality: In the course of my service I may learn of, be told, or be asked to relay information of a private, confidential, or privileged nature. I will not, under any circumstance disclose private, confidential, or privileged information unless explicitly directed by the designated managing supervisor with express authority to give such

direction. I agree not to take or post any photos of a sensitive and/or private matter for personal use or for sharing on social media without express permission from the designated managing supervisor.

Injury: I release the City from any claim that may arise as a result of any first aid treatment or other medical services that I receive in connection with my service as a volunteer with the City. If I am injured during the Event, I authorize any physician licensed in California to provide the emergency treatment he or she believes, in his or her sole judgment is necessary.

I also fully understand that the City does not assume any responsibility for or have any obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage. I understand that I expressly waive any such claim for compensation or liability on the part of the City beyond what may be offered by the City in the event of such injury or medical expense and after the use of any existing insurance coverage of my own has been exhausted.

Photos: I agree to allow my image to be used in published materials and web sites that promote the City’s Volunteer Programs. I grant the City all right, title, and interest in any and all photographic images, video or audio recordings and other replications or documentation of my person or voice made by the City during my volunteer work with the City, including, but not limited to, any royalties, proceeds, or other benefits that are derived from such photographs or recordings.

Loss, Theft and Damage: I shall assume all risk of loss, theft, or damage to any of my personal property, equipment, or supplies arising from or connected with services I perform for the City. I am over the age of eighteen and legally competent to sign this liability release or I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, this instrument is legally binding, and I have signed this document of my own free act.

I have read the volunteer responsibilities above and understand that as a volunteer I will adhere to them and act in a respectful manner while representing the City and County of San Francisco.

I HAVE CAREFULLY READ THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENT AND MEANING. I AM AWARE THAT THIS FORM IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME, THE ABOVE NAMED INDIVIDUAL, AND THE CITY AND COUNTY OF SAN FRANCISCO.

Spelling of Participant’s Name	Date	Address	Phone
Signature of Participant		City/State/Zip	E-mail

IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN.
I am the parent or legal guardian of the above participant and he/she has my permission to participate in this Volunteer Activity. I have read and agree to the provisions stated above for myself and the participant. Further, I understand and agree that the sponsors and organizers of the Event are not responsible for supervision of minor participants and that if I allow the above minor to participate without my supervision, I assume all the risks from such participation.

Spelling of Legal Guardian’s Name	Date	Address	Phone
Signature of Legal Guardian		City/State/Zip	E-mail