

Section B

City of Vallejo Volunteer Application (Adult)

Name: _____

Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

Emergency Contact: _____ Phone: _____

Please specify area(s) of interest to volunteer: _____

Special Accommodations: _____

VOLUNTEER AGREEMENT WAIVER & RELEASE OF LIABILITY

I acknowledge my volunteering does not come without the risk of injury or harm; I accept this risk, and assume responsibility for all liability and risk associated with my participation. I agree to hold harmless, release, waive and forever discharge the City of Vallejo, its employees, department, officers and agents, from any and all claims or demands I may have by reason of any accident, illness, injury, loss, destruction or damage to property, arising or resulting directly or indirectly from my participation in this activity. I further covenant not to bring any legal action against the City of Vallejo, its employee, departments, officers and agents, for any injury, loss or damage resulting from my participation in this activity.

This Waiver and Release is contractual and not a mere recital and applies whether or not injury or loss resulting from this activity is caused by an act or omission of the City, its employees, departments, officers or agents, negligent or otherwise.

This Waiver and Release is binding on my heirs, executors, administrators, assigns, and all of my family members, and applies to all losses, whether known or unknown, suspected or unsuspected, related to my participation in this activity.

I hereby grant permission to the City of Vallejo to use photographs of me taken during this activity on its website and in other publications, at the City's sole discretion and without further consideration.

I certify that all statements on this application are true and complete to the best of my knowledge.

I hereby authorize the City of Vallejo to investigate any information contained in this application.

I understand that false or misleading statements or failure to follow the rules and requirements of the program shall be sufficient grounds for disqualification from the City's Volunteer Program.

Further, I understand that as a volunteer, I am offering my services of my own free will without any expectation of compensation or benefits of any kind.

This Waiver and release was executed on _____, 20____ in Vallejo, California

_____	_____	_____
Print Participant's Name	Signature of Participant	Date

(If participant is a minor the following must be completed.)

I/We are the parents/guardian of _____, a minor. We hereby consent to said minor's participation in the City of Vallejo's Volunteer Program and agree to indemnify and hold harmless the City of Vallejo from any claim for injuries or damage that said minor may have against the City of Vallejo by reason of his or her participation in the program. In addition, I/We waive all rights we may have under California Code of Civil Procedure Section 376, which provides for a parent's cause of action for injury to his or her child.

_____	_____	_____
Print Parent/Guardian Name	Signature of Parent/Guardian	Date

Section D

VOLUNTEER WORKERS' COMPENSATION FORM

I hereby acknowledge that as a volunteer for the City of Vallejo (hereafter the City), I am not an employee of the City and that **I am not covered under the City's workers' compensation benefits**. I intend to perform voluntary services for the City without compensation. **I confirm that I have my own medical insurance which provides coverage during my participation.**

I hereby knowingly and unequivocally waive, release and discharge any and all rights that I, my heirs, assigns, agents or other representatives may have or which hereafter may accrue to me, to file any claim, lawsuit and/or any other cause of action against the City, its employees, directors, officers, agencies, other volunteers and officials as a result of performing said volunteer services.

I expressly desire to release the City, its employees, officers, agencies, other volunteers and officials from any financial responsibility to me for any personal injury and/or property damage I may incur as a result of my voluntary services, even when it results from the negligence, both active and passive, of the City and/or its employees.

I understand that accidents and injuries can arise out of my volunteer activities; knowing the risk, nevertheless, I hereby agree to assume those risks and to release and to hold harmless the City, its employees, directors, officers, agencies, other volunteers and officials, who (through negligence or carelessness) might otherwise be liable to me (or my heirs, assigns, agents or other representatives) for damages.

No promise, inducement, or agreement has been made to me to induce me to release the City from liability for any personal injury and/or property damage incurred by me as a result of my voluntary services, nor has any promise, inducement, or agreement been made to me in return for the express waiver of rights referred to above.

Print Name of Participant

Signature of Participant

Date