

County of San Bernardino Department of Public Works
VOLUNTEER RELEASE & WAIVER OF LIABILITY

Please read carefully! This is a legal document that affects your legal rights.

I want to participate in volunteer activities for the County of San Bernardino Department of Public Works, henceforth referred to as County. As a County volunteer, I freely, voluntarily, and without duress execute this Release and Waiver under the following terms:

1. Assumption of Risk. I understand that my work for the County may include activities that are hazardous and/or physically strenuous and that I may be exposed to personal injury or damage to my property as a result of my activities, the activities of other persons, or the conditions under which my services are performed while participating in County volunteer activities. Though the County will provide me with support, supervision, training, and supplies to accomplish assigned tasks, I agree to assume the entire risk of injury, property damage or harm arising from my work as a volunteer regardless of such support, supervision, training and supplies provided by the County.

I also agree with the following:

- I will follow all instructions provided by the County, its employees, or volunteer coordinators.
- I will only use equipment that I know how to operate and use safely.
- I will not undertake any activity for which I do not feel sufficiently prepared or able and until I have received instructions.
- I will take all reasonable precautions to avoid injury to myself and to others and damage to property.

2. Waiver and Release. I hereby release and forever waive any causes of action of any type against the County of San Bernardino, its officers, directors, employees, and other County volunteers including all liability for my injury, illness, death, or property damages arising from my participation in this volunteer activity, on behalf of myself, my heirs, and my assigns.

3. Indemnity Clause. I do hereby agree to indemnify, protect, defend and hold harmless the County, its officers, directors, agents, employees and each of them (indemnities) from and against any and all claims, demands, causes of action, damages, cost, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of my work as a volunteer. I understand that this release discharges the above entities from any liability that may result from my work whether caused by the negligence of the County or its employees to the extent allowed by law, but not arising from the sole negligence of the County of San Bernardino and/or its employees.

4. Medical Treatment. I release and discharge the County from any claim that arises or may arise due to any first aid, medical treatment, or service rendered to me.

5. Insurance. The County does not have responsibility for providing any health, medical or disability insurance coverage for me. IT IS MY RESPONSIBILITY AS A VOLUNTEER TO ENSURE I HAVE MEDICAL/HEALTH INSURANCE.

- I understand that if I drive my personal vehicle for County business while volunteering, I must have a valid driver's license and proof of auto insurance.

6. Photographic Release. I grant to the County the right to use photographic images and video or audio recordings of me that are made by the County or others during my volunteer work for the County.

7. Duration of Release. My agreement to the terms in this Release & Waiver applies as long as I volunteer for the County.

8. Other. I agree that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of California and that this Release and Waiver is governed by and will be interpreted according to the laws of California. I understand that should any part of this Release and Waiver be ruled invalid by a court, the other parts will remain valid and continue to be in effect.

I certify that I am at least eighteen (18) years of age or have had this document signed by my parent or guardian.

PRINT Adult's Name

If consenting a minor, print name(s) on lines provided.

Street Address

City, State, Zip

Telephone

Email Address

Signature

Date

Emergency Contact

Telephone