



## VOLUNTEER WAIVER AND RELEASE OF LIABILITY AND AUTHORIZATION FOR MEDICAL TREATMENT

Volunteer Name: \_\_\_\_\_

Activity:

Thank you for volunteering to participate in this year's 2016 Make A Difference Day. The City of Yucaipa greatly appreciates your participation in events, programs and activities that support the City and its residents and the surrounding community. We welcome volunteers of all ages, interests and abilities.

Please read the following form. In order for you to participate as a volunteer for the City, you must agree to all of the following terms and conditions.

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In consideration for being permitted by the City of Yucaipa to participate in the 2016 Make A Difference Day ("Activity"), I hereby fully execute the following Waiver and Release of Liability and Authorization for Medical Treatment on behalf of myself and on behalf of my heirs, successors, executors, personal administrators, personal representatives, successors and assigns:

1. **Participation as Volunteer.** My participation in the Activity is on a strictly voluntary basis. I understand that I am not required by City staff, any other volunteer, or anyone else, to do any services or work that I do not wish to perform.
2. **Assumption of Risk.** I acknowledge that some activities of or related to the Activity may be of a hazardous nature and/or may include physical and/or strenuous exercise or activity; that serious accidents may occur during the above described activity; and that volunteers in the above described activity may sustain bodily injury, personal injury and/or property damage as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in the above described Activity and I hereby agree to assume any and all risks of injury or death that may be caused by, result from or arise out of my participation in the Activity.
3. **Workers' Compensation.** I have been advised by the City of Yucaipa and understand that the City's policy is to cover volunteers as employees of the City for the purposes of Workers' Compensation benefits pursuant to City Council Resolution No. \_\_\_\_\_. I also understand that under Workers' Compensation statutes, Workers' Compensation benefits will be my sole remedy in the event that I am injured while performing the Activity.
4. **Authorization for Medical Treatment.**
  - A. To the best of my knowledge I have no medical, physical, mental or emotional health condition which would hinder or prevent my active participation in the Activity, nor have I been advised by a physician not to exercise on equipment or use tools of the kind provided during the Activity. (NOTE: THE CITY STRONGLY RECOMMENDS THAT EACH VOLUNTEER CONSULT WITH HIS/HER PHYSICIAN PRIOR TO PARTICIPATING IN THE ACTIVITY.)
  - B. By signing below, I expressly AUTHORIZE AND CONSENT to the provision of emergency medical treatment to me, if needed during my participation in the Activity as a result of my sudden illness, any accident or injury that I may suffer while I am engaged in the Activity, and my designated family physician cannot be contacted. This includes my AUTHORIZATION AND CONSENT for the City of Yucaipa to contact or employ a licensed physician to render any medical treatment for me that may be deemed necessary under the circumstance by any physician licensed under the laws of the State of California, including but expressly not limited to the authority to take and admit me to any hospital for medical treatment. If such medical treatment or hospitalization is required, I agree to pay all medical and hospital bills relating thereto, permanent or partial disability, or death and damages to me or my property, that may be caused by, result from or arise out of my participation in the Activity.
5. With the exception of Workers' Compensation benefits (as stated in Paragraph (3), above), to the maximum extent permitted by law, I hereby agree as follows:
  - A. I understand that City staff or other persons on behalf of the City may photograph or videotape me and that the City may use the photographs or videotapes to promote City programs, classes and events. I expressly ALLOW AND HEREBY WAIVE any objections to, the City's photographing and/or videotaping me when I am participating in the Activity. I WAIVE, RELEASE AND RELINQUISH any rights that I have, or may have, to inspect or approve, in advance, any photographs and/or videotapes before they are used by the City. I further WAIVE, RELEASE IN ADVANCE AND HOLD HARMLESS the City, its officials, officers, employees, agents, volunteers and contractors,

from any and all claims, actions, causes of action, liabilities, judgments and/or demands arising out of, or in connection with, the creation and/or use of the photographs and/or videotapes, including, but expressly not limited to, any and all claims and liabilities for libel, slander, defamation, invasion of privacy, right of publicity, or appropriation of my likeness, whether arising under common law, statutory law or otherwise, including but expressly not limited to, any and all of my rights under California Civil Code Section 3344. I understand that all photographs and videotapes are and will remain the property of the City of Yucaipa.

- B. I ASSUME FULL RESPONSIBILITY FOR ALL RISK OF INJURY OR LOSS occurring, arising out of or which may result from my participation in the Activity, or any act or omission of the City of Yucaipa, its officers, officials, employees, agents, volunteers and contractors, arising out of or in any way connected to my participation in the Activity, except for injury, loss or damage that results from the sole gross negligence or willful or wanton misconduct of the City of Yucaipa, its officers, officials, employees, agents, volunteers or contractors.
- C. I WAIVE, RELEASE, AND DISCHARGE, in advance, the City of Yucaipa, its officers, officials, employees, agents, volunteers, and contractors, and the Activity holders, sponsors, directors and volunteers, from any and all claims for damages for bodily injury, personal injury, death, or property damage which I may have or which may hereafter occur as a result of my participation in said Activity, or any act or omission of the City, its officers, officials, employees, agents, volunteers and contractors, except for injury, loss or damage that results from the sole gross negligence or willful or wanton misconduct of the City of Yucaipa, its officers, officials, employees, agents, volunteers or contractors.
- D. I shall DEFEND, INDEMNIFY AND HOLD HARMLESS the City of Yucaipa, its officers, officials, employees, agents, volunteers and contractors from any loss, liability, claim, damage, or expense which may incur as a result of my participation in the above described activity, except for injury, loss or damage that results from the sole gross negligence or willful or wanton misconduct of the City of Yucaipa, its officers, officials, employees, agents, volunteers or contractors.

- 6. This Waiver and Release and Authorization for Medical Treatment is binding on my heirs, executors, personal administrators, personal representatives, successors and assigns.
- 7. This Waiver and Release and Authorization for Medical Treatment shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
- 8. **This Waiver and Release of Liability and Authorization for Medical Treatment is effective the date signed below.**

**I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND AUTHORIZATION FOR MEDICAL TREATMENT AGREEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT THE CITY IS NOT RESPONSIBLE FOR ANY INJURIES I INCUR IN PARTICIPATING IN THE ACTIVITY OR IN ANY OF ITS RELATED ACTIVITIES, EXCEPT WITH RESPECT TO ANY WORKERS' COMPENSATION BENEFITS AS PROVIDED IN PARAGRAPH (3). I UNDERSTAND THAT I HAVE GIVEN UP IMPORTANT AND SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ON BEHALF OF MYSELF, AND ON BEHALF OF MY HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, PERSONAL ADMINISTRATORS, SUCCESSORS AND ASSIGNS. I INTEND THIS DOCUMENT TO BE VALID, BINDING AND EFFECTIVE UPON MY SIGNATURE.**

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Signature of Volunteer

\_\_\_\_\_  
Name of Volunteer (*please print*)

\_\_\_\_\_  
Signature of Minor's Parent or Legal Guardian