



Activity: _____

Date/s: _____

Volunteer Waiver & Release of Liability, Assumption of Risk and Indemnity Agreement - Adult

Please print all information, sign where asked for signature.

Volunteer Applicant Name: _____

Address: _____ Phone: _____

E-mail: _____

I, _____, (hereafter the "Undersigned") being an adult over the age of eighteen (18), desire to participate in volunteer activities (the "Activity") of the City of Modesto's Parks, Recreation & Neighborhoods Department (the "City"). I understand that during the course and scope of the Activity, I will be covered under the City's Workers' Compensation benefits program. I also understand and agree that my sole remedy for any injury that I may sustain during the course and scope the Activity, which is covered by Workers' Compensation, shall be through the City's Workers' Compensation benefits program (as outlined in City Council Resolution 93-26). The Undersigned is fully aware of the risks and hazards connected with Activity and hereby elects to voluntarily participate in said Activity, knowing that the Activity may be hazardous to me and my property. With the exception of those Activities covered by Workers' Compensation benefits, THE UNDERSIGNED VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which otherwise may be sustained as a result of being engaged in such Activity.

1. In exchange for participating in the Activity, the Undersigned on behalf of his or her self, heirs, estate, insurers, representatives and assigns hereby fully releases, waives, discharges and covenants not to sue the City of Modesto, its employees, elected and appointed officials, volunteers, attorneys, agents and any other person(s) acting on the City's behalf (hereafter the 'Releasees') from any and all claims for bodily injury (including death), and other liability, damages, lawsuits, expenses (including but not limited to, medical expenses and attorneys' fees) to the Undersigned or any other person, arising out of or relating to the Undersigned's participation in the Activity and agrees to waive any rights to make the above claims through a lawsuit or otherwise against the Releasees above.
2. The Undersigned understands and acknowledges responsibility for any injury or damage the Undersigned causes to others during the Activity and hereby agrees to indemnify, defend, and hold harmless the Releasees from any and all claims for bodily injury (including death), and other liability, damages, lawsuits, expenses (including but not limited to, medical expenses and attorneys' fees) caused by my negligence or willful misconduct, in the performance of the Activity.
3. **COVID-19:** By signing this waiver to volunteer with the City of Modesto Parks, Recreation & Neighborhoods Department the Undersigned, acknowledges that you have read, understand, and will comply with all measures outlined by the State of California Governor's Office as outlined at www.COVID.CA.GOV, as well as any restrictions put in place by the Stanislaus County Health Services Agency as they pertain to safety and preparedness for COVID-19. All volunteers are encouraged to stay home should they have a fever or other COVID-19 symptoms. Volunteers must comply with all state and local social distancing requirements, including the wearing of a mask, in effect at the time of the Activity. Individuals deemed high risk by the CDC or CA Department of Public Health, including those with underlying medical conditions are responsible for reading and understanding the following CDC guidance for groups of people with an increased risk for severe illness: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/index.html>.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in this program, and I hold the City harmless from any and all COVID- 19 related liability or responsibility due to my participation in this program.

4. The Undersigned hereby grant to the City of Modesto and their legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of me, for advertising and any other promotional purposes and in any manner and medium; to alter the same without restriction; and to copyright the same. I hereby release the City of Modesto and their legal representatives and assigns from all claims and liability relating to said photographs.
5. The Undersigned expressly agrees that the foregoing release and waiver and indemnity agreement are intended to be as broad and inclusive as permitted by California law.
6. The Undersigned understands and covenants that this Agreement shall apply to all unknown and unanticipated claims, injuries, causes of action and damages, as well as any known claims, and waives the provisions of Civil Code Section 1542, which reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

By signing below, I, _____, acknowledge and represent that I HAVE READ THIS AGREEMENT CAREFULLY; I FULLY UNDERSTAND IT AND I VOLUNTARILY AGREE TO ITS TERMS. No oral representations, statements or inducement, apart from this written agreement have been made. If any portion of this agreement is declared invalid by a court, the remainder shall continue in full force and effect.

Signed: _____

Date: _____

I hereby certify I have never been arrested for or convicted of any felony or misdemeanor involving sexual or physical abuse of any adult or child, or any felony narcotics offense. If deemed necessary for the program for which I choose to volunteer, I authorize the City of Modesto to obtain my criminal records and understand that the fact that I am applying to volunteer will be reported to law enforcement agencies. All statements and information submitted on this application are true and correct.

Signed: _____

Date: _____