

Orangevale Recreation & Park District

6826 Hazel Avenue • Orangevale, CA 95662 • (916) 988-4373

Activity Date(s)

Activity Name

Participant Name

VOLUNTEER AGREEMENT, WAIVER, AND RELEASE

In consideration for being permitted by the Orangevale Recreation & Park District to participate in this volunteer assignment/ activity, I hereby waive, release and discharge any and all claims for damages for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of participation in the assignment/activity. This release is intended to discharge in advance the Orangevale Recreation & Park District (including its officers, employees, volunteers, and agents) from any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of active or passive negligence or carelessness on the part of the persons or entities mentioned above.

It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs, administrators, executors, and assigns. I agree to indemnify and to hold Orangevale Recreation & Park District, (including its officers, employees, volunteers, and agents) free and harmless from any loss, liability, damage, cost or expense which may arise out of or connected in any way with my participation in the volunteer assignment/activity.

I fully understand that my participation in this volunteer assignment/activity exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, and/or property damage. I hereby acknowledge that I am voluntarily participating in this activity and agree to assume any such risks.

I certify that all statements on this application are true and correct to the best of my knowledge. I understand that the information I provide may be verified, and I give permission to the Orangevale Recreation & Park District to make inquiry of others concerning my suitability to act as a volunteer. I also understand that a criminal background check may be accomplished if that action is deemed necessary. I understand that any false statements will disqualify me from the Orangevale Recreation & Park District's volunteer program.

I am aware that the relationship between the Orangevale Recreation & Park District and a volunteer is "at will" in nature, and that it may be terminated at any time without cause by either the volunteer or OVparks. Further, I understand that as a volunteer, I am offering my services of my own free will without any expectation of compensation, health or life insurance, or other employee benefits of any kind. Finally, I agree to comply with all District rules and guidelines as well as all applicable public health rules, regulations, orders, and/or guidance in effect at the time of my participation in this volunteer activity.

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VOLUNTEER AGREEMENT, WAIVER, AND RELEASE CONTINUED

PHOTO/VIDEO RELEASE: I understand that photographs/videos may be taken during this activity and hereby grant OVparks permission to use any such image(s) for advertising or in promotional materials.

VOLUNTEER ACKNOWLEDGEMENT: I hereby acknowledge that I have received training as to how to safely complete the tasks required by volunteers of the Orangevale Recreation & Park District.

I hereby further acknowledge that I am not an employee of the Orangevale Recreation & Park District, but that I am covered under the Agency's workers' compensation plan since OVparks has adopted a resolution extending workers' compensation coverage to certain volunteers in specified categories pursuant to Labor Code Section 3363.5.

As a volunteer who is covered under the Orangevale Recreation & Park District workers' compensation plan, I expressly agree and acknowledge that workers' compensation is my exclusive remedy for any injury suffered while performing said volunteer duties, and that I cannot and will not seek to bring any other claim or actions of any type whatsoever against the Orangevale Recreation & Park District, its employees, officers, agencies, other volunteers and officials.

PARENTAL/GUARDIAN CONSENT: (to be completed and signed by parent/guardian if Volunteer is under 18 years of age.)

I hereby consent that my son/daughter, _____, participate as a volunteer in the above-referenced activity, and I hereby execute the above Agreement, Waiver, and Release on his/her behalf. I state that said minor is physically able to participate in said activity. I hereby agree to indemnify and hold OVparks (including its officers, employees, volunteers, and agents) free and harmless from any loss, liability, damage, cost, or expense which may arise out of or connected in any way with said minor's participation in said activity.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND OVPARKS AND I SIGN IT OF MY FREE WILL.

Participant/Guardian Name (Printed)

Participant/Guardian Name (Signature)

Date