



*Important: Each volunteer must sign the "Release and Waiver of Liability" before working.
Read this waiver carefully before you sign.*

Volunteer Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____, 20_____, by _____ (the "Volunteer") in favor of The Arc of San Diego. Volunteer desires to work for The Arc of San Diego and engage in the activities related to being a volunteer for a work project. I, the volunteer, hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. Waiver and Release. I release and forever discharge and hold harmless The Arc of San Diego and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my volunteer work and association with The Arc of San Diego.

I understand and acknowledge that this Release discharges The Arc of San Diego from any liability or (civil and administrative) claim that I may have against The Arc of San Diego with respect to any injury or loss, including but not limited to bodily injury, personal injury, illness, death, loss of income, or property damage that may result from my volunteer association with The Arc of San Diego, including but limited to Loss that result from the negligence or gross negligence of myself or others associated with The Arc of San Diego (whether as employee, volunteer, consumer, or vendor).

It is also understood that The Arc of San Diego does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of Loss.

2. Insurance. I understand that I expressly waive any such claim for compensation or liability on the part of The Arc of San Diego beyond what may be offered freely by the representative of The Arc of San Diego in the event of such injury or medical expense.

3. Medical Treatment. I hereby release and forever discharge The Arc of San Diego from any claim whatsoever that arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with The Arc of San Diego.

4. Assumption of Risk. I understand that the time with The Arc of San Diego may include activities that may be hazardous to me, including, but not limited to, "handyman"-type construction activities, pushing, lifting, loading and unloading individual heavy equipment and materials, and local transportation to and from work sites. Also, I recognize and understand that the time with The Arc of San Diego may, in some situations, involve inherently dangerous activities. I hereby expressly assume the risk of injury or harm in these activities, and release The Arc of San Diego from all liability for Loss resulting from my volunteer activities with The Arc of San Diego.

5. Photographic Release. I grant and convey unto The Arc of San Diego all right, title, and interest in any and all photographic images and video or audio recordings made by The Arc of San Diego during the work with The Arc of San Diego.

6. **Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by the laws of the State of California, without giving effect to any of its conflict of laws provisions, and litigation, if any, regarding this Agreement will be brought in federal or state court in San Diego County, California. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

7. **Statement of Good Health.** The Arc of San Diego is governed by the California Department of Social Services, Title 22 Regulations. These regulations require that all personnel, including volunteers, be in good health and be physically and mentally capable of performing assigned tasks. This requirement is to ensure the health and safety of our staff, volunteers and clients. State regulations require that the good physical health of each volunteer be verified by a statement signed by the volunteer, affirming that he/she is in good health.

My signature below acknowledges that I understand the reasons a Statement of Good Health is required and I affirm and that I am in good health.

I certify that I am at least 18 years of age. To express my understanding of this Release, I sign here:

Name of Volunteer: _____ Date: _____

Signature of Volunteer: _____

Street Address: _____ Phone: _____

City, State, ZIP: _____ E-mail: _____

EMERGENCY INFORMATION

Contact Information. In case of a major emergency, both of the below contacts will be reached. Please list at least two people whom you wish to be contacted in the event of an emergency. Please also indicate which party has authority to make decisions on your behalf.

Name: _____

Relation: _____ Phone: _____

Name: _____

Relation: _____ Phone: _____