



## VOLUNTEER AGREEMENT AND RELEASE OF LIABILITY

This Volunteer Agreement and Release of Liability (“Release”) is executed on the date indicated below by the undersigned volunteer (“Volunteer”) (and parent/legal guardian of Volunteer if volunteer is under the age of 18) in favor of South Bay Community Services, a California nonprofit corporation (“SBCS”). Volunteer desires to volunteer for SBCS and engage in SBCS volunteer activities (the “Activities”), and as a condition to participating as a volunteer for SBCS agrees to the following:

**RELEASE AND WAIVER.** In consideration of the volunteer opportunities provided by SBCS, I hereby release and forever discharge and hold harmless SBCS and each of its directors, officers, employees, volunteers, agents successors and assigns (“SBCS Parties”) from any and all liability, claims, and demands of whatever kind or nature, either in law or equity, that arise or may hereafter arise from my Activities with SBCS. I understand that this release discharges the SBCS Parties from any liability or claim that I may have against the SBCS Parties with respect to any bodily injury, personal injury, illness, death or property damage that may result from my Activities with SBCS, whether caused by the negligence of the SBCS Parties, or otherwise. I also understand and agree that SBCS 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 injury or illness. I further agree that the foregoing release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**MEDICAL TREATMENT.** I hereby release and forever discharge the SBCS Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered to me in connection with the Activities with SBCS.

**ASSUMPTION OF RISK.** I understand that the Activities may involve work that may be hazardous to me, including, but not limited to lifting, carrying, stooping, interaction with clients, and transportation to and from the work sites, and will require the exercise of reasonable care to avoid injury. I hereby expressly and specifically assume the risk of injury or harm in the Activities, and release the SBCS Parties from all liability for injury, illness, death, or property damage resulting from the Activities. I certify that I am capable of performing the Activities of a volunteer at SBCS and know of no physical condition that would preclude my performance of those duties.

**INSURANCE.** I understand that SBCS does not carry or maintain health, medical, workers compensation, auto or disability insurance coverage for any volunteer, and that Volunteer is encouraged to obtain his or her own medical or health insurance coverage.

**VEHICLES.** I understand that that I must have a valid California Driver’s License and carry California’s minimum vehicle liability insurance for my personal vehicle if my volunteer Activities involve travel in my vehicle. I understand and agree that under no circumstances will I transport a SBCS client or student in my personal vehicle.

**MANDATED REPORTER.** I understand that by serving as a volunteer for SBCS I may be deemed a mandated reporter of child abuse and neglect and that I am required to sign an acknowledgement of my mandated reporter status.

**PHOTO/MEDIA RELEASE.** I give permission to SBCS to use, and hereby grant and convey to SBCS, all right, title, and interest in any and all photographic images and video or audio recordings of me obtained during my participation as a volunteer, which may be used and copyrighted in any manner or purpose by SBCS, including without imitation, promotional, publicity and fundraising uses and postings on websites (including social media websites) affiliated with SBCS, its funders or other organizations associated with SBCS. I release the SBCS Parties from any future claims relating to defamation, libel, right of publicity or invasion of privacy arising out of SBCS use of such images and recordings. I also waive any rights to fees or royalties for, and the right to inspect or approve, said images or recordings of me that may be used by SBCS.

**BACKGROUND CLEARANCES.** I understand that my participation as a volunteer for SBCS may be conditioned upon satisfactory completion of certain background clearances which may include a Department of Justice criminal background check requiring my fingerprints (Live Scan), screening through the National Sex



Offender Public Website, drug test, tuberculosis (TB) test, and such additional clearances as may be required under the program to which I am assigned, and hereby give my consent to SBCS to undertake any such clearances and screenings of me.

**VOLUNTEER STATUS.** I understand that my volunteer position does not constitute an employee-employer relationship with SBCS. I acknowledge and agree that as a SBCS volunteer, I will not receive any compensation or employment benefits from SBCS, including unemployment insurance benefits upon termination of my services, and have no expectation of future employment with SBCS, for performing the volunteer Activities. I understand that SBCS shall have the right to release me as a SBCS volunteer without cause or prior notice, and that I may discontinue this arrangement, at any time.

**CONFIDENTIALITY.** I understand that in the course of my services as a volunteer for SBCS, I may have access to or learn of sensitive or confidential information. This information includes, but is not limited to, the identity, contact information, and other personally identifying information of SBCS clients, including the fact that a person is or has been a client of SBCS, and any other client information, such as circumstances or treatment. At all times during and after my participation as a volunteer, I agree to hold in confidence and not disclose or use any such confidential information except as required in my SBCS volunteer Activities or as expressly authorized by my supervisor. I agree that I will not take or post any photos of any clients or students served by SBCS for personal use or for sharing on social media. I acknowledge and agree that if my volunteer Activities involve client interactions I will be required to sign a Confidentiality Statement acknowledging my agreement to comply with SBCS' confidentiality policies.

**SBCS POLICIES.** I agree to abide by all SBCS policies, code of ethics, practices and instructions of SBCS, including those stated in the Volunteer/Intern Handbook and Policy Manual, a copy of which I acknowledge having received.

**OTHER.** I agree that this Release is intended to be as broad and inclusive as is permitted by the law of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this Release shall be held 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. This Release is binding on my heirs, next of kin, spouse, assigns and legal and personal representatives.

**I HAVE READ, UNDERSTAND AND AGREE TO EACH OF THE ABOVE CONDITIONS AND ENTER INTO THIS AGREEMENT AND RELEASE WILLINGLY AND VOLUNTARILY.**

**Name of Volunteer (Please Print):** \_\_\_\_\_

**Volunteer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Check if minor**

**Name of Parent/Guardian (Please Print):** \_\_\_\_\_

**Status (Please circle one):**    **Parent**                      **Guardian**

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_