



City of San Leandro Recreation and Parks

CITY OF SAN LEANDRO
835 E. 14th Street, San Leandro, CA 94577

WAIVER OF LIABILITY / RELEASE OF CLAIMS, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT

The undersigned is participating as a volunteer for the Recreation and Parks Department in the City of San Leandro, California (the "Project"). Participation in the Department is strictly voluntary and bound by the terms of this Agreement. The Project involves volunteering in the Recreation and Parks Department in various City facilities, parks and open spaces.

1. To the fullest extent allowed by law, I hereby agree to release, hold harmless, waive and discharge the City of San Leandro ("City"), its officers, elected and appointed officials, employees, agents, volunteers and contractors from any and all liability, claims or causes of action, loss, expenses and costs (including attorneys' fees) arising out of or in any way connected with the activity described in this release, or upon their acts or omissions, whether negligent or not. I understand that I may have rights under Section 1542 of the California Civil Code, 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." I understand and acknowledge the significance and consequences of such a specific waiver of Section 1542 of the California Civil Code, and expressly waive any rights conferred on me and/or my child under California Civil Code Section 1542.

2. To the fullest extent allowed by law, I hereby release the City, its elected and appointed officials, officers, employees, agents, volunteers and contractors and waive all actions, claims and demands that I and/or my heirs, executors, representatives, insurers, attorneys, administrators or assigns may have or may hereafter have for any personal injury (including death) or property damage that I may directly or indirectly incur while participating in the Recreation and Parks Department, including damage incurred as a result of the negligence of City, its elected and appointed officials, officers, employees, agents, volunteers and contractors. I agree not to sue any of the released parties on the basis of these waived and released claims.

3. I further agree to indemnify, hold harmless and defend, with counsel selected by the City, the City, its officers, officials, employees, agents, volunteers and contractors from any and all claims, demands, actions, judgments, costs, attorneys' fees and damages of any kind for liability arising out of or in any manner related to the performance of my voluntary services or participation in the Recreation and Parks Department.

4. To the fullest extent allowed by law, I agree to waive and release any claim against the City, its officers, officials, employees, agents, volunteers or contractors arising out of any first aid, treatment, or medical service received by me, including the lack or timing of such, in connection with my volunteer activities with the Recreation and Parks Department.

5. I further agree that I will not be insured under the City's Workers Compensation Policy.

6. I understand that the volunteer activities associated with the Recreation and Parks Department have inherent risks that arise from my actions and inactions, and from the actions and inactions of City officials, employees, officers, agents, or other volunteers. These risks may include, but are not limited to, working near vehicles, tools, sharp or heavy objects, ladders; lifting objects, and performing manual labor. I assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from my presence or participation in the Recreation and Parks Department, regardless of the cause. I understand that this assumption of risk and the release herein is binding upon my heirs, executors, representatives, administrators and assigns, and includes any minors accompanying me in the Recreation and Parks Department.

7. While participating as a volunteer, I hereby authorize the taking of my picture, by photograph, movie, videotape or otherwise ("pictures") for use by the City. I hereby irrevocably consent to and authorize the use and reproduction of such pictures by the City of San Leandro, in any manner or form, including my name and association with the pictures, without compensation. I understand and agree all pictures will become the property of the City and will not be returned. I hereby waive any right to inspect or approve such pictures prior to use by the City of San Leandro, and irrevocably authorize the City to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose.

8. I fully understand that my participation in the Recreation and Parks Department exposes me to the risk of personal injury, death, communicable diseases, including COVID-19, illnesses, viruses, and infection. I hereby acknowledge that I am voluntarily participating in this activity and agree to assume such risks. Further, I agree to obey all local orders and abide by all applicable preventative measures recommended by federal, state, county, and local health agencies and any preventative measures specifically implemented by the City.

IF YOU ARE UNDER 18 YEARS OF AGE, YOUR PARENT OR GUARDIAN MUST SIGN THIS FORM WHERE INDICATED.

By signing below, I agree that I have carefully read this Waiver, Release, Indemnity and Assumption of Risk Agreement and fully understand its contents. I am aware that this is a release of liability and I sign it freely and voluntarily without inducement.

Volunteer Name: _____

Volunteer Signature:

_____ **Date:** _____

Volunteer Parent/Guardian Signature:

_____ **Date:** _____