



# Volunteer Release, Waiver of Liability and Indemnity

Project Name: Clinic in the Park Department #: 2080

*\*Important: Each volunteer must sign the "Release, Waiver of Liability, and Indemnity" before volunteering for the above mentioned Program. Please read this document very carefully before you sign. This Release is valid Jan-Dec 2017.*

This Release, Waiver of Liability, and Indemnity (hereinafter "Release") is executed on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_ for the reliance and benefit of OneOC, and its project, known as: Clinic in the Park ("Project") and the officers, directors, employees, and agents of OneOC, including, but not limited to, the director of the Project. The foregoing, jointly and severally, shall be referred to herein as "OneOC."

I, the volunteer, desire to participate in or in connection with the Project and engage in activities related to being a volunteer for the Project. Accordingly, I hereby freely and voluntarily, with full understanding of the meaning of this Release and without duress, execute this Release for the reliance and benefit of OneOC.

**1. Waiver and Release.** I release, waive, and forever discharge and hold harmless OneOC and its successors and assigns from any and all liability, claims, demands, and/or causes of action of whatever kind or nature, either in law or in equity, for death, injury, property damage, or loss ("Claims") which may arise from or related to my participation in or in connection with the Project.

I understand and acknowledge that this Release irrevocably and fully discharges OneOC from any and all Claims that I may have or hold against OneOC.

I understood and acknowledge that OneOC 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, illness, death or property damage.

**2. Medical Treatment.** I release and forever discharge OneOC from any and all Claims which arise from or relate to any first-aid treatment or other medical services rendered to or for my benefit in connection with an emergency during my participation in or in connection with the Project.

**3. Assumption of Risk.** I understand and acknowledge that participation in or in connection with the Project may include activities that may be hazardous to me including, but not limited to, the following description of activities: **(Please provide as much detail as possible in regard to any activities that may present unusual risks.)**

I understand and acknowledge that participation in or in connection with the Project may expose me to inherently dangerous activities. I expressly assume all risks, both known and unknown, related to any injury, harm, property damage, death or loss arising from or related to participation in or in connection with these activities, as well as all

other activities of the Project. As set forth above, in Paragraph 1, I release, etc. OneOC from all Claims arising from or related to my participation in or connection with the Project.

**4. Photographic Release and Intellectual Property Rights.** I grant and convey unto OneOC all right, title, and interest, including all copyrights, in any and all photographic images and all writings or video or audio recordings made or created, in whole or in part, by me as part of my participation in or in connection with the Program.

**5. Indemnity.** I agree to indemnify and hold harmless OneOC from and against any Claims and legal fees related thereto which are caused by, arise from or relate to my actions or omissions, including, but not limited to, negligence, misdeeds, or violation of law.

**6. Other Provisions.** I understand and acknowledge that it is my intent that this Release shall be interpreted as broadly for the protection of OneOC as permitted by the law of the State of California, which is the exclusive law governing this Release. 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. I agree that the sole and exclusive venue for the litigation of any matter concerning this Release or its interpretation, or any liability for Claims, etc. set forth above, however so presented, pled or formulated, shall be either The Superior Court of California for the County of Orange or the United States District Court for the Central District of California (Southern Division). I irrevocably waive my right to trial by jury and consent to trial by judge. Without limiting my intent that this Release fully discharges OneOC, in the event that any judge shall determine that any part of this Release is not effective to accomplish this purpose, I limit my right of recovery to actual damages only, waiving any right to indirect or consequential damages, the recovery of loss of income, and punitive or exemplary damages.

If and to the extent that my minor children participates with me in the Project, I similarly release OneOC from any of the claims set forth above which my children may have against OneOC from or related to their participation in the Program and indemnify OneOC against Claims arising from their actions or omissions.

**7. Review by Attorney.** I acknowledge that I have been informed and that I understand that this Release is a legally binding instrument which I am providing for the reliance of OneOC, which have a right to rely on this Release. I further acknowledge that I have been advised that I have the right to have this Release reviewed by an attorney before I sign it. By signing this Release, I acknowledge that I fully understand the meaning of this Release and all implications.

Name of Volunteer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Volunteer \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Medical Conditions \_\_\_\_\_

**\*\*If the volunteer is a minor, this Volunteer Release, Waiver of Liability, and Indemnity must also be signed by an authorized parent or guardian**

Name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_