



Volunteer Agreement, Waiver and Release from Liability

Name: _____ **Email:** _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (Home) _____ (Business) _____

Please read the following agreement and sign below:

I desire to participate as a Volunteer for Clinic in the Park, a fiscally sponsored project of the American Academy of Pediatrics - Orange County Chapter, and engage in the activities related to being a Volunteer for Clinic in the Park (the "Activities"). I understand that the Activities may include preserving and beautifying Orange County's environments, working on garden projects and beach cleanups, assisting emergency response officials for disaster relief, working with students to improve literacy skills, interacting with seniors, executing Service-Learning lesson plans, and various other forms of community service, including service by, through, and for organizations other than or in addition to the American Academy of Pediatrics - Orange County Chapter, Clinic in the Park.

I hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **Release and Waiver.** In consideration for being accepted as a Clinic in the Park Volunteer, and obtaining permission from Clinic in the Park to it or its facilities and participate in the Activities, I hereby, on behalf of myself and my heirs, assigns, executors, and administrators, release and forever discharge and agree to hold harmless Clinic in the Park, its successors and assigns, and its officers, directors, employees, agents, and volunteers from all liability, claims, and demands of whatever kind or nature, either in law or in equity, including, without limitation, for injuries sustained to my person and/or property, that arise or may arise from my Activities with Clinic in the Park.

I UNDERSTAND THAT THIS RELEASE DISCHARGES CLINIC IN THE PARK FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST CLINIC IN THE PARK WITH RESPECT TO ANY PHYSICAL, PSYCHOLOGICAL, OR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR ECONOMIC OR EMOTIONAL LOSS THAT MAY RESULT FROM MY ACTIVITIES WITH CLINIC IN THE PARK, INCLUDING ANY SUCH LOSS CAUSED BY THE NEGLIGENCE OF CLINIC IN THE PARK OR ANY THIRD-PARTY CHARITIES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OR OTHERWISE INVOLVED IN THE ACTIVITIES. I ALSO UNDERSTAND THAT CLINIC IN THE PARK 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, OR ANY ASSISTANCE IN THE EVENT OF INJURY OR ILLNESS.

2. **Medical Treatment.** Without obligating any party to provide such aid, treatment, or services, I hereby release and forever discharge Clinic in the Park from any claim that arises or may arise on account of any first aid, treatment, or service rendered in connection with my Activities with Clinic in the Park.

3. **Assumption of the Risk.** I understand that the Activities may involve work that may be hazardous to me, including, but not limited to, garden projects, beach cleanups, disaster relief, school projects, and transportation to and from the project sites. I understand that injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or conditions of the Activities' locations. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in the Activities, including travel to, from, and during the Activities. I hereby expressly and specifically assume the risk of injury or harm in the Activities, and release Clinic in the Park from all liability for injury, illness, death, or property damage resulting from the Activities.



4. **Insurance.** I understand that, except as otherwise agreed to by Clinic in the Park in writing, Clinic in the Park does not or may not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

5. **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, further, to be consistent with the provisions and limitations of California Civil Code section 1668, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. I also agree that in the event that any clause or provision of this Release is held invalid or unenforceable by any court of competent jurisdiction, I will continue to be bound by the remaining terms. I understand the legal consequences of signing this document, including (a) releasing Clinic in the Park from all liability, (b) promising not to sue Clinic in the Park, (c) and assuming all risks of participating in the Activities, including travel to, from, and during the Activity.

6. **Publicity Release [NOTE: Strike through all of this Section 6 if consent not given or otherwise inapplicable].** I hereby give Clinic in the Park the irrevocable and unrestricted right to photograph, interview, film, and quote me, to record my voice or image by audio or video, to use my name, voice, photograph, image, likeness, or endorsement, as well as composites or other images, of any manner, shape, or form, including alterations or derivative works whether produced by standard photographic techniques, by computer, or otherwise, and to copyright and/or publish any materials in which any of the foregoing is included, in whole or in part, in any medium or media, for advertising, trade, public information, or any other lawful purpose. I hereby waive any right that I may have to inspect and/or approve the finished product or the copy that may be used in connection therewith, or the use to which it may be applied.

I understand that I will not receive any compensation from Clinic in the Park regardless of how Clinic in the Park uses the media. I hereby release and discharge Clinic in the Park from, and agree to hold and save Clinic in the Park harmless from any claims, demands, or liabilities arising out of or in connection with the use of the media or other uses provided for herein, including all claims for defamation, invasion of privacy, invasion of right of publicity, copyright infringement, or arising out of or in connection with any blurring, distortion, alteration, optical illusion of use in composite form whether intentional or otherwise, that may occur or be produced in the making of said pictures, or in any processing tending towards the completion of the finished project.

7. **Representations and Warranties.** I hereby confirm, represent, and warrant that (a) I am eighteen (18) years of age or older (unless the signature of my parent or guardian appears below); (b) I have never been convicted of or charged with a violent crime, child abuse or neglect, child pornography, child abduction, kidnapping, rape, or any sexual offense; (c) I have never been ordered by a court to receive psychiatric or psychological treatment in connection therewith; (d) I have read all of this two-page Agreement; (e) I am signing it freely; (f) no representations concerning the legal effect of this Agreement have been made to me aside from the language contained in this two-page Agreement; and (g) I understand that I will not receive any wages, pay, or other compensation from Clinic in the Park or any organizations or other persons for whom I provide services or engage in the Activities in connection with this agreement.

IN WITNESS WHEREOF, I have executed this Release as of the Effective Date.

Date

Signature

Printed or Typed Name

For Volunteers under the age of 18, the consent of a parent or guardian is required:

By executing this document, I hereby provide this consent on behalf of the above named minor and hereby represent and warrant that I am the parent or guardian of such minor:

Signature of Parent or Guardian

Printed or Typed Name of Parent or Guardian

Date