



City of St. Helena Volunteer Waiver and Release

Please read and sign this Waiver and Release form to volunteer for the City of St. Helena. If you are the parent or legal guardian of a minor volunteer under the age of 18, please complete the entire form and “Section C - Release by the parent or legal guardian of any Volunteer under the age of 18,” on behalf of the minor.

Section A

Volunteer Name (Herein “Volunteer”)	Home Phone	Mobile Phone
Address	City	State Zip
Email		
Emergency Contact: Name and Phone Number		
Volunteer activity includes but is not limited to the following (Please provide a brief description of the work you will be doing):		
Would you like to be contacted about additional volunteer opportunities with the City of St. Helena? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Section B

It is my intention to perform voluntary services without compensation for the City of St. Helena (“City”).

Assumption of Risk - I hereby assume all risks of participating in this volunteer activity and full responsibility for my conduct and actions, including any injury to myself or others or damage to property that may result while volunteering, and I understand that the City is not responsible for conditions that I create myself or those created by other volunteers or participants.

I EXPRESSLY ASSUME ALL RISK OF THE ACTIVITY OF VOLUNTEERING MY SERVICES FOR THE CITY OF ST. HELENA.

Workers’ Compensation - I have been advised that the City’s policy is to cover volunteers as employees of the City for the purposes of workers’ compensation benefits. I also understand that under workers’ compensation laws, workers’ compensation benefits will be my sole remedy in the event that I am injured while performing volunteer activities for the City.

Loss of Personal Property - I understand that the environment and conditions in which I am volunteering may cause damage to my personal property. I acknowledge that the City is not responsible for any loss or damage to my personal property used while volunteering my services or brought to the place where I volunteer for the City. I agree that I will not file any claims against the City for any personal property loss or damage for whatever cause.

Release - With the exception of these workers’ compensation benefits, I hereby waive all actions, proceedings, alternative dispute resolution procedures, demands, claims, and causes of action, and other means of recovery, of whatever nature, for injuries to person (including without limitation death, dismemberment, and emotional distress), or damages (whether to person, property or business and including without limitation all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), known or unknown, existing or future, arising from or in any way related to my participation in the

Volunteer Activity or the use of any product created in connection with my participation in the Volunteer Activity for education, promotional, advertising or other purposes for the benefit of the City, its departments, and its agencies. I expressly acknowledge that I am familiar with Section 1542 of the California Civil Code which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

I expressly waive and relinquish any rights and benefits which I may have under Section 1542 of the California Civil Code, or any state or federal statute or common law principle to similar effect, to the full extent that such rights and benefits may be lawfully waived pertaining to the subject matter of the waiver and release set forth in this paragraph. I understand and acknowledge the significance and consequences of this specific waiver of Section 1542 of the California Civil Code.

Indemnification - I hereby agree, on behalf of myself, and my heirs, executors, administrators, and assigns, to indemnify, defend (with legal counsel) and hold harmless the City, its officials, officers, employees, agents, volunteers, and contractors from and against any and all actions, proceedings, alternative dispute procedures, demands, and causes of action of whatever nature, costs and expenses (including attorneys' fees), judgments, orders, decrees, liens and other encumbrances, liabilities, injuries to person (including without limitation death, dismemberment, and emotional distress), damages (whether to person, property, or business, including without limitation, all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), known or unknown, existing or future, caused by my negligence or willful misconduct.

Knowing and Voluntary Execution - I have carefully read this Waiver and Release and fully understand its contents. I understand that this is a release of liability and a contract between myself and the City of St. Helena and that I am giving up valuable legal rights and I knowingly and voluntarily give up these rights of my own free will. I represent that I have had the opportunity to seek the advice of my own independent legal counsel. I am volunteering at the City at my own risk.

This Waiver and Release is entered into the date below at St. Helena, California.

Signature

Date

Section C: Release by the parent or legal guardian of any Volunteer under the age of 18

Parent or Legal Guardian Name (Herein "Legal Guardian")	Mobile Phone	Emergency Contact
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I, am the Legal Guardian of the minor Volunteer listed above. I hereby authorize my child to participate in the volunteer activity Identified in Section A. I understand that my child may incur bodily injury, personal injury, illness, death, or property damage by volunteering for the activity described above. I have read and understand Section B of this Waiver and Release. By my signature below, I agree to all the terms of Section B on behalf of my child. I agree that the waivers and releases of Section B apply to me and any actions, claims, or demands that I may bring, in my own name or on behalf of my child, arising from my child's participation in the volunteer activity described above, excepting any workers' compensation claims as described above.

This Waiver and Release is entered into on the date below at St. Helena, California.

Parent or Legal Guardian Signature

Date