

RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK
(Please read carefully)

I agree as follows:

1. I ("Volunteer") am volunteering my services for _____ Park ("Park") to complete my _____ Project ("Project"). My Project is described in Attachment A which is hereby made a part of this waiver.
2. I will perform approved tasks that are within my physical capability, and I will not undertake tasks that are beyond my ability.
3. I will not participate if under the influence of alcohol or any drug that could impair my physical or mental abilities.
4. I am familiar with the safe operation and use of machinery, equipment and tools that I may utilize in connection with my Project, and I will not use any machinery, equipment or tools with which I am unfamiliar or do not know how to operate safely.
5. I have received appropriate instruction regarding my Project, including appropriate safety and emergency procedures, and I fully understand those instructions.
6. I will perform only those tasks approved by Capital Program Manager Adam Goldstone, observe all safety rules, and use care in the performance of my assignments.
7. I specifically acknowledge that I am engaging in this activity as a volunteer and not as a County of San Benito employee, agent, official, officer or representative, and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from the County of San Benito, any County department, or the Veterans Memorial Park Commission, nor will I make any such claim. I understand and agree that neither the County of San Benito; all County of San Benito departments, boards, councils and commissions; the Veterans Memorial Park Commission; nor any of their respective employees, officers, agents, assigns, or successors (collectively referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to my property, me or my family, heirs, or assigns that may occur as a result of my volunteering to complete my Project at the Park, or as a result of product liability, and including claims based on negligence of other parties, whether passive or active.
8. I am advised that California Civil Code § 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I understand and acknowledge the significance and consequences of California Civil Code § 1542 and hereby elect to waive the benefits of its provisions, with the intent that this release and waiver of liability shall include claims unknown and unsuspected.
9. I understand that my Project at the Park involves certain inherent risks, including but not limited to the risks of possible emotional or physical injury, infection or loss of life as a result of contact with metal objects, hazardous materials, wild animals, plants, or from over-exertion or environmental conditions. Despite the risks, I still choose to complete my Project at the Park.
10. No known physical or health limitation prevents me from safely executing my Project.

11. In consideration for being allowed to complete my Project at the Park, I personally assume all risks, whether foreseen or unforeseen, in connection with the Program of any harm, injury or damage that may befall me, as a Volunteer, or my property.
12. I am over the age of eighteen and legally competent to sign this liability release, or I have acquired the written consent of my parent or guardian ("Guardian").
13. I have read this whole document and understand that it is a legally binding contract. I agree that this contractual release of liability is intended to be as broad and inclusive as permitted under California law, which shall govern interpretation of this document, and that, should a court of competent jurisdiction find any clause or provision of this contract invalid, all other clauses and provisions shall remain binding and fully enforceable.

Volunteer and Guardian hereby release and forever hold harmless the Released Parties from any claim or lawsuit, in law or in equity and whether known or suspected to exist at the time of executing this release, for personal injury, property damage, or wrongful death, by me, my family, estate, heirs, or assigns, arising out of Volunteer work done at the Park, including claims arising during and after the Project is completed, and including claims based on product liability and/or negligence of other parties, whether passive or active.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AND I AFFIX MY SIGNATURE OF MY OWN FREE WILL.

SIGNATURE of Participant

Date

PRINT Participant's Name

E-mail Address

Address

Phone

IF VOLUNTEER IS UNDER 18, A PARENT (OR GUARDIAN, IF ANY) MUST SIGN.

I am the parent or legal guardian of the above Volunteer. He/She has my permission to volunteer at the Park and complete his/her Project at the Park. I have read and agree to the terms stated above. Further, I understand and agree that the Released Parties are not responsible for supervision of minor Volunteers and, by allowing the above minor to participate without my supervision, I assume all the risks of such participation.

SIGNATURE of Parent or Legal Guardian

Date

PRINT Parent's or Legal Guardian's Name

Phone