

# City of San Bernardino VOLUNTEER RELEASE & WAIVER OF LIABILITY



*Required by the City of San Bernardino for all volunteers.*

***Please read carefully! This is a legal document that affects your legal rights.***

I want to participate in volunteer activities for the City of San Bernardino, henceforth referred to as City. As a City volunteer, I freely, voluntarily, and without duress execute this Release and Waiver under the following terms:

**1. Assumption of Risk.** I understand that my work for the City may include activities that are hazardous and/or physically strenuous and that I may be exposed to personal injury or damage to my property as a result of my activities, the activities of other persons, or the conditions under which my services are performed while participating in City volunteer activities. Though the City will provide me with support, supervision, training, and supplies to accomplish assigned tasks, I agree to the following:

- I will follow all instructions provided by the City, its employees, or volunteer coordinators.
- I will only use equipment that I know how to operate and use safely.
- I will not undertake any activity for which I do not feel sufficiently prepared or able and until I have received instructions.
- I will take all reasonable precautions to avoid injury to myself and to others and damage to property.
- Finally, I agree to assume the risk of injury or harm and release the City, its officers, directors, employees, and other City volunteers from all liability for injury, illness, death, or property damage arising from my work as a volunteer.

**2. Waiver and Release.** I hereby release and forever discharge and agree to indemnify, protect, defend and hold the City, its elected officials, boards, commissions, officers, agents and employees free and harmless from any and all claims, liabilities, losses, liens, damages, costs and expenses resulting from injury or death of any person or persons' property damage or that may arise out of my work as a volunteer. I understand that this release discharges the above entities from any liability that may result from my work whether or not caused by the negligence of the City.

**3. Medical Treatment.** I release and discharge the City from any claim that arises or may arise due to any first aid, medical treatment, or service rendered to me.

**4. Insurance.** The City does not have responsibility for providing any health, medical or disability insurance coverage for me.  
IT IS MY RESPONSIBILITY AS A VOLUNTEER TO ENSURE I HAVE MEDICAL/HEALTH INSURANCE.

I understand that if I drive my personal vehicle for City business while volunteering, I must have a valid driver's license and proof of auto insurance.

**5. Photographic Release.** I grant to the City the right to use photographic images and video or audio recordings of me that are made by the City or others during my volunteer work for the City.

**6. Duration of Release.** My agreement to the terms in this Release & Waiver applies as long as I volunteer for the City.

**7. Other.** I agree that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of California and that this Release and Waiver is governed by and will be interpreted according to the laws of California. I understand that should any part of this Release and Waiver be ruled invalid by a court, the other parts will remain valid and continue to be in effect.

*I certify that I am at least eighteen (18) years of age or have had this document signed by my parent or guardian.*

\_\_\_\_\_  
PRINT Adult's Name

\_\_\_\_\_  
If consenting for a minor, print name(s) on lines above and below

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact

\_\_\_\_\_  
Telephone