





## **VOLUNTEER PROGRAM WAIVER AND RELEASE**

I hereby acknowledge that as a volunteer for the City of McFarland, hereinafter referred to “Agency”, in the capacity of \_\_\_\_\_, I am not an employee of the Agency and that I am not covered under the Agency's workers' compensation plan. I intend to perform voluntary services for the Agency without compensation.

As a condition of performing the above referenced volunteer duties, I hereby knowingly and unequivocally waive, release and discharge any and all rights that I, my heirs, assigns, agents or other representatives may have or which hereafter may accrue to me, to file any claim, lawsuit and/or any other cause of action against the Agency, its employees, officers, agencies, other volunteers and officials as a result of performing said volunteer services. In granting this full and complete release and waiver of liability on the part of the Agency, I specifically waive California Civil Code Section 1542, which states:

*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 expressly desire to release the Agency, its employees, officers, agencies, other volunteers and officials from any financial responsibility to me for any personal injury and/or property damage I may incur as a result of my voluntary services, even when it results from the negligence, both active and passive, of the Agency and/or its employees.

I understand that accidents and injuries can arise out of my volunteer activities; knowing the risk, nevertheless, I hereby agree to assume those risks and to release and to hold harmless the Agency, its employees, officers, agencies, other volunteers and officials,



who (through negligence or carelessness) might otherwise be liable to me (or my heirs, assigns, agents or other representatives) for damages.

No promise, inducement, or agreement has been made to me to induce me to release the Agency from liability for any personal injury and/or property damage incurred by me as a result of my voluntary services, nor has any promise, inducement, or agreement been made to me in return for the express waiver of rights referred to above.

Date: \_\_\_\_\_

Volunteer Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Parent or Guardian Signature (if minor): \_\_\_\_\_

**Declaration of Witness**

The above individual, in my presence, acknowledged that he/she had read and fully understood the meaning and consequences of the Waiver and Release of all claims, and he/she signed it in my presence.

Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_