

## RCRCD Volunteer Activities

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I \_\_\_\_\_ desire to donate my time as a volunteer to perform volunteer activities (“Activities”) for the **RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT** (“District”). In performing the Activities, I understand that I will undertake “hands-on” experiences that will involve certain risks and that I agree to strictly follow all instructions given by RCRCD staff. I agree not to engage in any activity that may put me, the staff, the District or any other participant at risk. I understand that these Activities present certain risks to me, including but not limited to bodily injury, illness, death, loss or damage to my personal property, and/or other safety-related dangers. The risks include, but are not limited to; those caused by terrain, facilities, temperature, weather, condition of equipment, vehicular traffic, negligent and non-negligent action of other people including, but not limited to participants, volunteers, officers and citizens.

I specifically acknowledge that I am engaging in these Activities as a volunteer participant and not as a District employee, agent, official, officer or representative. I agree that at no time will I represent myself as an employee, representative or agent of the District. I agree to only perform those tasks assigned or approved, observe all safety rules, and use care in the performance of my assignments. I further expressly authorize the provisions of emergency medical aid to me, if needed, as a result of my performance of the Activities.

I understand that (i) the District provides no compensation for my performance of the Activities; (ii) I am not covered by the District’s Workers’ Compensation Insurance policy, and (iii) I shall not be considered an employee of the District for any purpose, including, but not limited to, retirement benefits, health benefits, seniority, sick leave and vacation leave.

I understand that through my performance of the Activities for the District I may be included in media shots taken by the District or others. I hereby authorize and consent that the District shall have the absolute right to copyright, publish, use or assign any and all photographic portraits, pictures or video images, or audio (collectively “media”), or any part thereof, taken of me. I understand that I do not own or claim any rights to such media. I authorize the District to put the media to legitimate and professional use at the discretion of the District, and I release the District from any and all claims, liability or obligation.

### ASSUMPTION OF RISK

I acknowledge that no physical or health limitations prevent me from safely performing the Activities. I understand that the Activities *may* include strenuous physical activities, and that there are risks associated with the Activities, including, but not limited to, injury (minor and serious), death and damage to property. I attest and verify that I possess the physical fitness and ability to perform the Activities that I have volunteered to undertake, and that I have no physical limitations that would affect my participation. If I do not feel that I am capable of performing any of the Activities, I assume the responsibility of informing whomever is designated as my supervisor or the manager or director or RCRCD staff person.

In consideration for performance of the Activities, I hereby assume the risk of, and responsibility for, any such injury, death or damage which I may sustain arising out of, or in any way connected with, the Activities, including injury, death or damage resulting from any acts or omissions, whether negligent (active or passive) or not, or any property or equipment owned or supplied by or on behalf of the District, its officials, officers, employees, agents, and volunteers.

**Assumption of Risk and Waiver of Liability for COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The District has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, the District cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending any program may increase your or your child(ren)s' risk of contracting COVID-19.

By signing this document, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the District's programs, activities, or events, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 from participation in programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, District employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind that I or my child(ren) may experience or incur in connection with my child(ren)s' or my attendance at programs. On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the District, its officials, employees, agents, and representatives, from and against any and all liability, claims, demands, actions, causes of action, damages, and expenses arising or in any way related to my child(ren)s' or my attendance at programs, including but not limited to the Activities. I understand and agree that this release and covenant not to sue includes, but is not limited to, any claims related to COVID-19 based on the actions, omissions, or negligence of the District or its officials, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any District program, including but not limited to the Activities.

**WAIVER RELEASE AND INDEMNIFICATION**

In consideration for performing the Activities, and to the maximum extent permitted by law, I hereby waive, release, discharge, hold harmless, and covenant not to sue, in advance, the District and its officials, officers, employees, agents, and volunteers, from any and all actions, causes of actions, claims, demands, costs, expenses, liabilities, losses, damages, or injuries of any kind, in law or equity, to my property or persons, including, wrongful death, that may have or may hereafter accrue and that in any manner arise out of, pertain to, or are incident to the Activities, as well as, any alleged acts, errors, or missions of the District or its officials, officers, employees, agents, or volunteers, whether or not such acts, errors or omissions be negligent (active or passive), willful or otherwise. I agree to this waiver on behalf of myself, my heirs, executors, administrators and assigns.

I agree to indemnify the District and its officials, officers, employees, instructors, agents, and volunteers from any and all claims, lawsuits, demands, loss, liability, damage, expense, cost or injuries that might incur due to my presence in or on District premises, whether caused by the negligence of District personnel or participants, or otherwise.

**If a minor (under 18 years of age) please provide (at least one parent/guardian must sign):**

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT I AM MAKING THOSE REPRESENTATIONS HEREIN ON BEHALF OF ME AND MY MINOR CHILD. WHENEVER THE TERMS "I" OR "ME" OR "MYSELF" OR SIMILAR REFERENCES APPEAR HEREIN, SUCH TERMS SHALL MEAN ME AND MY MINOR CHILD. I AGREE THAT MY MINOR CHILD WILL FOLLOW ALL OBLIGATIONS HEREIN OR OTHER DIRECTIVES OF THE RCRC D STAFF, SUPERVISORS, MANAGERS OR DIRECTORS. I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT I AND MY MINOR CHILD ARE GIVING UP IMPORTANT LEGAL RIGHTS. I KNOWINGLY AND VOLUNTARILY GIVE UP THESE RIGHTS OF MY OWN FREE WILL BY SIGNING THIS DOCUMENT.

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

PERSON TO CONTACT IN CASE OF EMERGENCY

Name \_\_\_\_\_ Relation \_\_\_\_\_

Address \_\_\_\_\_

Daytime Phone Numbers \_\_\_\_\_ Evening Phone Number \_\_\_\_\_

**CONSENT TO MEDICAL TREATMENT OF MINOR**

In the event of illness, accident or injury which may occur while said Minor is engaged in the Activities, I hereby authorize and give my consent, pursuant to California Family Code Section 6910, to the District, their officials, officers, employees, agents, and volunteers, to seek medical treatment for said Minor from a physician licensed under the laws of the State of California, as may become necessary under the circumstances.

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

Minor's Name: \_\_\_\_\_

Minor's Date of Birth: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Phone Number of Parent/Guardian: \_\_\_\_\_

Family Physician: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Insurance Company and Policy No.: \_\_\_\_\_

Pertinent Medical History (e.g. Epilepsy, Diabetes, Asthma, Allergies to Medicine, etc.): \_\_\_\_\_

\_\_\_\_\_