



# City of Salinas Volunteer Program

## Release of Liability

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First Name	Last Name	Phone Number
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Current Address	City	State	Zip Code
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**Emergency Contact:** In the event of an emergency, please list the person you would want notified.

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First Name	Last Name	Relationship
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Cell Telephone	Home Telephone	Work Telephone
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1. In consideration for participating in programs organized by the City of Salinas I, the undersigned, voluntarily release, discharge, waive, and relinquish any and all causes of action for personal injury, wrongful death or property damage which might arise from my performing in this capacity.
2. I am participating as a volunteer with knowledge of the risks and dangers involved and hereby agree to accept any and all inherent risks of property damage, personal injury or death which may arise from my participating in this capacity.
3. I understand that I am responsible for my behavior and I hereby personally assume full responsibility for any risk of bodily injury, death or property damage, whether foreseen or unforeseen, arising out of or related to the activities in which I will be participating. I realize that liability may arise from negligence, carelessness or otherwise on the part of the City of Salinas, its officers, representatives and agents; from dangerous or defective equipment, supplies or property owned, maintained or controlled by them; or because of their possible liability without fault.
4. I further understand and acknowledge that the Office of Neighborhood Services conducts activities with volunteers inside and outside the office environment and that I must assure that my presence does not interfere with the operations of the City of Salinas or any of its departments or programs. I agree to abide by all rules and regulations established by the City of Salinas and shall at all times remain only in those areas in which I am permitted.
5. For and in consideration of the opportunity to participate as a volunteer for the City of Salinas Office of Neighborhood Services, I agree to release, indemnify, defend and forever discharge and hold the City of Salinas and all of its officers, employees and agents harmless from any and all liabilities, demands, claims, suits, losses and causes of action of whatever kind or nature, either in law or in equity, including attorney fees, regardless of fault, to the extent cause by, arising out of, or in connection with my participation as a volunteer.
6. I have read this Release of Liability and freely signing this document. I fully understand that by signing this Release of Liability I have given up substantial rights and/or remedies that may be available to me against the City of Salinas and/or its officers, employees and agents. I affirm that I have freely and voluntarily signed this Release of Liability without any inducement, assurance or guarantee being made to me.
7. I intend my signature below to be a complete and unconditional release of all liability and for such release to be as broad and inclusive as permitted by the laws of the State of California. The Release of Liability shall be governed and interpreted in accordance with the laws of the State of California and jurisdiction over any disputes shall be had in Monterey County.
8. In the event that any clause or provision of this Release of Liability shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release of Liability, which shall otherwise be enforceable.
9. In case suit shall be brought to interpret or to enforce this Release of Liability, or because of the breach of any other covenant or provision contained herein, I shall pay for all attorneys' fees and court costs incurred. City's attorneys' fees shall be calculated at the market rate.
10. I hereby authorize and give consent to the City of Salinas, its successors and assigns, to copyright, to publish, and to display all photographs and videos taken in connection with my volunteerism for any or all exhibitions, public displays,

publications, flyers, brochures, commercial art, advertising purposes, and the City of Salinas website, without limitation, reservation or compensation.

11. This authorization shall remain in full force and effect for so long as I continue to perform services as a volunteer for City of Salinas Office of Neighborhood Services.

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Volunteer Name

Volunteer Signature

Date

**Parental Consent:** (Required if volunteer is a minor)

And I, the minor's parent and/or legal guardian, understand and agree to the terms of this Release of Liability and the nature of the work and services to be performed by my minor child/ward during his/her performing the services of a volunteer, and I consent to use of photographs and video of the minor as described above. I shall indemnify, defend, and hold the City of Salinas and its officers, employees and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause, arising out of my minor child's performing services as a volunteer, and shall reimburse the City of Salinas for all costs and expenses, including attorneys' fees measured at the market rate, incurred by the City in enforcing the provisions of this Release of Liability.

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Parent/Guardian First Name

Last Name

Parent/Guardian Phone Number

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Parent/Guardian Signature

Date