



## VOLUNTEER AGREEMENT, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY

**VOLUNTEER NAME** \_\_\_\_\_

- VOLUNTARY PARTICIPATION:** I acknowledge that I have voluntarily applied to participate in the Footsteps Child Care Garden Build Project. I understand that as a volunteer I will not be paid, will not be covered by or eligible for any insurance coverage (if any) of Footsteps Child Care or other Project volunteers or sponsors, including but not limited to medical, property and liability insurance and Workers Compensation benefits. I further agree that my participation may be terminated at any time by Footsteps Child Care or by me.
- ASSUMPTION OF RISK:** I am aware that, in participating in the Project, I may be exposed to personal injury as a result of my activities. I understand that my own safety is my own personal responsibility, and that I am free at any time to refuse, and should refuse, to do anything on the Project that I feel poses a hazard to me or anyone else, or to any property. I further understand that I should not use my automobile for any Project purpose.
- RELEASE OF LIABILITY:** In consideration of the opportunity afforded me to participate in the Project, I agree that I, my successors, assignees, heirs, insurers, agents, guardians and legal representatives, will not make any claim against Footsteps Child Care or any of its affiliated organizations, their officers or directors or employees, the suppliers of any materials or equipment that are used during the Project, any of the Project volunteers, sponsors, for injury, death, loss of use or damage arising out of or resulting from the acts or omissions of any person or entity (including without limitation the negligence of any of the Released Parties, whether active or passive, sole or comparative, or other negligence), however caused, arising from or relating to the Project and my participation in it in any way. Without limiting the generality of the foregoing, I waive and release any rights, actions, or causes of action arising out of, relating to, or resulting from the project, including without limitation those arising out of injury to me or my death, or loss of use or damage to my property.
- MEDIA AUTHORIZATION:** I consent to the unrestricted use by Footsteps Child Care and/or any person authorized by them of any photographs, recordings, interview, videotapes, motion pictures or similar visual or auditory recording of me created in connection with the Project (collectively, the "Likenesses") and hereby authorize and consent to the use by Footsteps Child Care and/or any person authorized by them to use any Likeness of me in any media or format, whether now existing or coming into existence in the future, including but not limited to websites, forum, bulletin boards, blogs, social networking sites (whether operated by Footsteps Child Care or a third-party provider such as but not limited to Facebook or Twitter), print and downloadable materials. I understand and agree that Footsteps Child Care does not have the ability to control who may have access to any such materials once they are made available by Footsteps Child Care (or any person authorized by or acting on behalf of Footsteps Child Care) and I hereby release Footsteps Child Care from any liability arising out of or related to the use of my Likeness.



Footsteps Child Care, Inc.

374 El Camino Real Belmont, California 94002

T: 650.610.0715 F: 650.610.0751 E: office@footstepschildcare.org W: footstepschildcare.org Tax ID: 94-3206278

5. **MEDICAL RELEASE:** I hereby release and forever discharge the Released Parties from any claim whatsoever that arises or may arise on account of any first aid, treatment, or medical service, including the lack of same or timing of same, rendered in connection with my volunteer work.
  
6. **CHOICE OF LAW:** California law shall control this agreement. I agree that in the event any provision of this agreement is held invalid by a court, that shall not otherwise affect the enforcement of the remaining provisions.
  
7. **KNOWING AND VOLUNTARY EXECUTION:** I have carefully read this agreement and fully understand its contents. **I am aware that this is a contract between Footsteps Child Care and myself and contains an assumption of risk and release of liability, and I sign it of my own free will.** By signing this agreement, I certify that I am eighteen years of age or older or have delivered the consent of my parent or guardian to Footsteps Child Care. I affirm that I have been given adequate time for my satisfactory review of this agreement and to ask questions about this agreement to my satisfaction, and I understand that the terms of this agreement will control over any contrary oral or other written agreement or statement.

EXECUTED ON (date): \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Volunteer

\_\_\_\_\_  
Address of Volunteer

\_\_\_\_\_  
Printed Name of Volunteer

\_\_\_\_\_  
City, State, ZIP Code

\_\_\_\_\_  
Telephone of Volunteer

\_\_\_\_\_  
Email of Volunteer

## EMERGENCY CONTACT

*In case of emergency, please let us know whom we should contact on your behalf:*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Preferred Phone #

## PARENT / GUARDIAN - Volunteers under 18 years of age

**VOLUNTEERS UNDER 18 YEARS OF AGE - Completed and Signed "Medical Authorization Treatment Form" Must Be Attached**

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Telephone of Parent or Legal Guardian

\_\_\_\_\_  
Printed Name of Parent or Legal Guardian

\_\_\_\_\_  
Email of Parent or Legal Guardian