

CITY OF SAN MARCOS
VOLUNTEER WAIVER AND RELEASE OF LIABILITY FORM

(Name of Event/Program: _____)

I, _____ (“Volunteer”), intend to perform volunteer services for the City of San Marcos (“City”) without compensation during the event/program (“Event/Program”) described below. I hereby acknowledge that I am not an employee of the City and I am not covered under the City’s workers’ compensation insurance plan.

Volunteer Services Performed

Description of volunteer services to be performed: _____

Location where volunteer services will generally be performed: _____

Approximate length of time: _____

Assumption of Risk/Release of Liability

I am aware of the potential risks that may arise out of my participation in the Event/Program and hereby assume full responsibility for any and all injury and/or death and for any and all damage to real and/or personal property that may arise during my participation in the Event/Program. I understand that this assumption of risk and release of liability is binding on my heirs, assigns, agents and other representatives.

Hold Harmless/Indemnification

I hereby acknowledge and agree to unconditionally 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 City, its employees, directors, officers, agencies, and officials (collectively, “City Indemnified Parties”) for any injury and/or death to any person and for any damage to real and/or personal property that may arise during my participation in the Event/Program. I further acknowledge and agree to indemnify, defend and hold harmless the City Indemnified Parties from and against any and all liability, claims, demands, costs and expenses (including, without limitation, court costs and reasonable attorneys’ fees) of any kind whatsoever arising from the performance of volunteer services described herein, including whether caused in whole or in part by the active or passive negligence of the City Indemnified Parties or otherwise, excepting acts caused by the sole and willful misconduct of City Indemnified Parties.

Video/Photo Release

I understand that from time to time, the City may videotape or take photographs of the Event/Program, which may be used for promotional or advertising purposes. I hereby grant the City permission to use any such videos and/or photographs in which I may speak or appear without further authorization and without any compensation.

Fingerprinting

Some volunteer positions may require fingerprinting in accordance with Public Resources Code Section 5164, Health and Safety Code Section 1596.871(a) and/or Education Code Section 10911.5(a). The applicable City Department/Division Director shall decide whether the volunteer services performed require fingerprinting. If required, Volunteer must submit and pay for the processing of fingerprints, which shall be handled through the State Department of Justice.

Voluntary Execution

No promise or agreement has been made to induce me to release the City 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.

BY SIGNING THIS VOLUNTEER WAIVER AND RELEASE OF LIABILITY FORM, I CERTIFY THAT I HAVE CAREFULLY READ THIS RELEASE IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS.

Volunteer Signature: _____ Date: _____

Parent/Guardian Signature: _____
(If Volunteer is under the age of 18)

Printed Name: _____

Address: _____

Telephone: _____ Email: _____