

CITY OF DIXON – NON-SAFETY VOLUNTEER WAIVER AND RELEASE FORM

All volunteers must complete Section A. All Volunteers under the age of 18 must complete Section A and the Volunteer's parent or legal guardian must complete Section B. This form must include an attached Volunteer Project Description form which describes the project and volunteer service in enough detail to inform the Volunteer of potential risks.

Section A: Applicable to all volunteers.

My name is _____ (“Volunteer”). It is Volunteer’s intention to perform voluntary services without compensation for the City of Dixon (“City”) in the project described on the attached form.

Assumption of Risk

Volunteer hereby assumes the risk of, and responsibility for, any injury (including death) or damage that he or she may sustain arising out of or in any way connected with the activity described on the attached form. This includes any injury not covered by Workers’ Compensation benefits, as described below, and death or damage resulting from any acts or omissions, whether negligent or not, by or on behalf of the City, their officials, employees, volunteers or contractors.

VOLUNTEER EXPRESSLY ASSUMES ALL RISKS OF THE ACTIVITY DESCRIBED ON THE ATTACHED FORM.

Workers’ Compensation

Volunteer has been advised that the City’s policy is to cover volunteers as employees of the City for the purposes of Workers’ Compensation benefits. Volunteer also understands that under Workers’ Compensation Laws, Workers’ Compensation benefits will be Volunteer’s sole remedy in the event the Volunteer is injured while performing the described volunteer activity.

Release

With the exception of these Worker’s Compensation benefits, Volunteer hereby releases, waives and discharges the City, its officials, officers, employees, agents, volunteers and contractors from any and all liability, claims or causes of action arising out of or in any way connected with the activity described in this release, or upon their acts or omissions, whether negligent or not (“Waiver”). Volunteer hereby agrees to this Waiver on behalf of himself or herself, and his or her heirs, executors, administrators and assigns.

Volunteer understands and has been advised that the Volunteer may have rights under Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Volunteer expressly waives any rights conferred under California Civil Code Section 1542, as well as any similar law of any state or territory of the United States. Volunteer releases the City, their officials, officers, employees, agents, volunteers and contractors and waives all actions, claims, and demands that Volunteer, his or her heirs, executors, administrators and assigns now have or may hereafter have for any personal injury (including death) and property damage Volunteer may incur arising out of or in any way connected with the activity described in the attached form, including damage incurred as a result of the negligence of City, their officials, officers, employees, agents, volunteers and contractors.

Indemnification

Volunteer hereby agrees, on behalf on himself or herself, and his or her heirs, executors, administrators and assigns, to defend, indemnify and hold harmless the City, their officials, officers, employees, agents, volunteers and contractors from any and all claims for compensation, personal injury, property damage and wrongful death caused by Volunteer's negligence or willful misconduct.

Knowing and Voluntary Execution

Volunteer has carefully read this Waiver and Release Form and fully understands its contents. Volunteer understands that he or she is giving up valuable legal rights. He or she knowingly and voluntarily gives up these rights of his or her own free will. He or she is allowing the activity described on the attached form to take place at his or her own risk.

This Waiver and Release Form is entered into this _____ day of _____, 20____, at Dixon, California.

Print Volunteer

Name: _____

Signature: _____

Address: _____

DECLARATION OF WITNESS

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

Dated: _____, 20____.

Print Witness Name: _____

Signature: _____

Address: _____

Section B: Must be completed by the parent or legal guardian of any Volunteer under the age of 18.

I, _____, am the parent or legal guardian of the Volunteer. I understand that the Volunteer may incur personal injury (including death) or property damage by volunteering for the activity described in the attached form. I have read and understand Section A of this Waiver and Release Form. By my signature below, I agree to all the terms of Section A on behalf of the Volunteer. I agree that the waivers and releases of Section A apply to me and any actions, claims, or demands that I may bring, in my own name or on behalf of Volunteer, arising from the Volunteer's participation in the volunteer activity described in the attached form, excepting any Workers' Compensation claims as described above.

This Waiver and Release Form is entered into this _____ day of _____, 20__, at Dixon, California.

Print Parent or Legal

Guardian Name: _____

Signature: _____

Address: _____

DECLARATION OF WITNESS

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

Dated: _____, 20__.

Print Name: _____

Signature: _____

Address: _____

VOLUNTEER PROJECT DESCRIPTION

Volunteer Project: _____

Sponsoring Department: _____

Volunteer Title: _____

Volunteer Duties (please be specific): _____

Date

Department/Division Supervisor

HUMAN RESOURCES APPROVAL: _____

DATE: _____

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