



Volunteer Liability Waiver and Agreement



SPRCoalition.org – cvnl.org

Center for Volunteer & Nonprofit Leadership (“CVNL”) is a California nonprofit organization whose mission is to advance nonprofits and volunteerism by strengthening leadership, encouraging innovation, and empowering individuals in the community. CVNL regularly engages volunteers in its activities, which may involve other sponsors or organizations (each an “Organization”). The Pt. San Pedro Road Coalition (“SPRC”) is a nonprofit that promotes interests of the residents of the Pt. San Pedro Road corridor in east San Rafael, CA in collaboration with neighborhood associations and residents, to enhance and preserve the beauty and environment of the area, to promote the health and safety of the residents, and to protect the peaceful enjoyment of residents’ neighborhoods. By signing below, I, the Volunteer (or the Volunteer’s legal guardian if Volunteer is under 18 years old), agree that:

Policies and Safety Rules

For my safety and that of others, I will comply with CVNL and SPRC’s volunteer policies, safety rules, and other directions for all volunteer activities. I will supervise any child or other person for whom I am responsible. Any child age 14 or under must be accompanied by a parent or legal guardian.

Awareness and Assumption of Risk

I understand that CVNL and SPRC activities have inherent risks that may arise from the activities themselves, my own actions or inactions, or the actions or inactions of CVNL or SPRC and their respective directors, officers, employees and agents, other volunteers, and others present at program sites. Depending on the nature of the activity, these risks may arise from exposure to and illness from infectious diseases including but not limited to COVID-19, physical exertion, use of facilities, outdoor activities, using tools, or lifting heavy objects. I assume full responsibility for any and all risks of bodily injury, death, or property damage caused by or arising directly or indirectly from my presence at program sites or participation in CVNL and SPRC activities, regardless of the cause.

Waiver and Release of Claims

In consideration for my participation in CVNL and SPRC programs, I waive and release any and all claims against: CVNL; SPRC; the owner(s) of premises on which CVNL and SPRC programs take place (collectively, “Landowners”); CVNL’s, SPRC’s, Peacock Court Homeowners Association’s, and Landowners’ respective directors, officers, agents, employees, volunteers and affiliates (collectively, the “Released Parties”); for any liability, loss, damages, claims, expenses and attorneys’ fees resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at a program site or participation in CVNL and SPRC activities, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims.

COVID-19 Waiver and Acknowledgements

I acknowledge the contagious nature of COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. Despite the preventative measures put in place to reduce the spread of COVID-19, I acknowledge that CVNL and SPRC cannot guarantee that I will not become infected with COVID-19. I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of myself and other volunteers. I voluntarily seek participation in the programs provided by CVNL and SPRC and acknowledge that I am increasing my risk of exposure to COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while volunteering.

Medical Care Consent and Waiver

I authorize CVNL and SPRC to provide to me first aid and, through medical personnel of its choice, medical assistance, transportation and emergency medical services. This consent does not impose a duty upon CVNL or SPRC to provide such assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment, or medical service, including the lack or timing of such, made in connection with my volunteer activities with CVNL and SPRC.

Confidentiality

As a volunteer, I may have access to confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as required in my volunteer activities or as CVNL’s or SPRC’s executive directors expressly authorize in writing.

Publicity

I consent to the use by CVNL and SPRC of my image, voice, name and/or story in any format (collectively, the “Materials”), as CVNL or SPRC deem appropriate to promote its respective programs. CVNL or SPRC may make the Materials available to third parties, on their respective websites, or through any other media. I waive any right to approve the finished product or to receive any payment. I grant to CVNL and SPRC all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

If you do not wish to agree to this consent, please check this box:

Volunteer Not an Employee

I understand that (i) I am not an employee of CVNL or SPRC, (ii) I will not be paid for my participation, and (iii) I am not covered by or eligible for any CVNL or SPRC insurance, health care, worker’s compensation, or other benefits. I may choose at any time not to participate in an activity, or to stop my participation entirely, with CVNL or SPRC.

General Provisions

I understand that this agreement will be binding for the duration of my involvement with CVNL’s and SPRC’s volunteer programs. This is the final, complete, and exclusive agreement between CVNL, SPRC, and me, and supersedes all prior or contemporaneous communications or understandings, either oral or written. This agreement will be binding to the fullest extent permitted by law. If any provision of this agreement is found to be illegal, invalid or unenforceable, the remaining terms will be effective.

I have read this agreement and understand its terms and that I am giving up certain legal rights by signing it. I sign it freely and voluntarily.

Volunteer Name Volunteer Signature Date

Parent’s/Guardian’s Name (if under 18) Parent’s/Guardian’s Signature Date