

## RELEASE AND WAIVER OF LIABILITY

This **Release and Waiver of Liability** is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the volunteer) in favor of Assistance League and Assistance League of Capistrano Valley, and its auxiliaries, directors, officers, employees and agents.

I, the volunteer, hereby freely and voluntarily, without duress, execute this **Release and Waiver of Liability** (Release) under the following terms:

I hereby acknowledge and agree that in consideration of being permitted to become a member of Assistance League and Assistance League of Capistrano Valley and/or volunteering to participate in the various functions associated with said membership, I do hereby, release and forever discharge Assistance League and Assistance League of Capistrano Valley and its successors and assigns from any and all liability, claims, demands, and causes of action, of whatever kind or nature, either in law or equity, which may hereafter arise from my participation with Assistance League or Assistance League of Capistrano Valley and/or any program, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with Assistance League or Assistance League of Capistrano Valley.

I understand and acknowledge that this Release discharges both Assistance League and Assistance League of Capistrano Valley from any liability or claim that I may have against Assistance League or Assistance League of Capistrano Valley with respect to any bodily or other injury, illness, death or property damage that may result from my participation. I also understand that Assistance League and Assistance League of Capistrano Valley do not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to, medical, health, or disability insurance, in the event of injury, illness, death or property damage.

**Insurance:** I understand that Assistance League or Assistance League of Capistrano Valley may elect to provide group accident or other liability insurance for the benefit of its volunteers. Any coverage so provided will be governed by the policy language. Except to the extent that it may provide such insurance, Assistance League and Assistance League of Capistrano Valley, do not carry or maintain any health, medical, disability, damage, or other liability insurance coverage for the benefit of its members or volunteers, and expressly disclaim any responsibility or obligation to do so. **As a volunteer, I am expected and encouraged by Assistance League and Assistance League of Capistrano Valley to maintain medical, health, disability, property, vehicle and all other applicable insurance coverage for my own benefit and protection.**

**Medical Treatment:** Except as otherwise agreed to by Assistance League or Assistance League of Capistrano Valley, in writing, I hereby release and forever discharge Assistance League and Assistance League of Capistrano Valley, from any and all liability, claims, demands and causes of action whatsoever that may arise on account of first aid or other medical treatment rendered during my participation with Assistance League and Assistance League of Capistrano Valley and/or any program, activity, or event sponsored, managed, arranged or promoted by, or otherwise affiliated or associated with Assistance League and Assistance League of Capistrano Valley.

**Assumption of Risk:** I understand that my participation with Assistance League and/or Assistance League of Capistrano Valley and/or any program, activity or event sponsored, managed, arranged or promoted by, or otherwise affiliated or associated with Assistance League and/or Assistance League of Capistrano Valley, may include activities that may be hazardous to me. I further recognize and understand that such participation may involve certain inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or

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harm in the activities and release Assistance League and/or Assistance League of Capistrano Valley, from all liability for injury, illness, death and/or property damage that may result.

**Photography/Audio Release:** I do hereby grant and convey unto Assistance League and/or Assistance League of Capistrano Valley, all rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf of Assistance League and/or Assistance League of Capistrano Valley, or made with its consent, during my participation in any program, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with either Assistance League or Assistance League of Capistrano Valley, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

**Other:** I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release. By signing below, I acknowledge that I have read and understand this Release and agree to its provisions. I understand that this document affects certain legal rights, which I have and I voluntarily sign my name and agree to be bound by the terms herein.

\_\_\_\_\_  
Signature of Volunteer/Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please Print Name

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