

Waiver of Liability and Hold Harmless Agreement

All individuals who volunteer with the **City of Willows**, including any affiliates and/or contractors, to perform any aspect of **Volunteer Work** (the “Activity”) as defined under this Waiver of Liability and Hold Harmless Agreement are required to carefully review and sign the following statement. Please read this carefully. It affects any rights you (Participant) may have if you are injured or otherwise suffer damages related to the Volunteer Work in any way.

Definition of Volunteer Work (Activity):

For purposes of this Agreement, “Volunteer Work” or “Activity” includes any services, tasks, duties, or functions performed voluntarily and without compensation for or on behalf of the City of Willows. This includes activities proposed by the volunteer and approved by the City, as well as those assigned or coordinated by City staff. Volunteer Work may include, but is not limited to, assistance with community events, clerical tasks, public space maintenance, beautification efforts, or other civic projects conducted on City property or under the City’s general oversight.

1. I (indicate full name) _____ understand that in consideration for participating in the Volunteer Work (each a “Participant”), I do hereby, for myself, acknowledge and assume the risk of any and all participation, and do hereby release, waive, discharge and covenant not to sue the City of Willows, its officers, agents, servants, or employees (hereinafter the “Releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Participant, any of the property belonging to the Participant, whether caused by the negligence of Releasees, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I further agree to indemnify and hold harmless the Releasees from any loss, liability, damage or cost, including court costs and attorneys’ fees that they may incur due to the Participant’s participation in the Activity.
3. I further acknowledge that I am aware of the provisions of California Civil Code Section 1542, which provides:

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.

This Waiver of Liability and Hold Harmless Agreement has been entered into in contemplation of Civil Code Section 1542. Consequently, I hereby waive, for myself, the Participant, the benefits and protections of Civil Code Section 1542 and all other state and federal statutes and decisional authority of similar effect.

4. In signing this individual Waiver of Liability and Hold Harmless Agreement under the umbrella Volunteer Work Hold Harmless Agreement, I acknowledge the risks inherent in said activity(ies) and VOLUNTARILY elect to accept all risks associated with said activity(ies) and performance of activities/work onto City of Willow’s property.

5. I further acknowledge that I have read this document and understand that it is a release of all claims and assumption of all risk inherent in said activity. I am fully aware of the legal consequences of signing this document and voluntarily sign my name evidencing acceptance of the above provisions and represent that I have read the foregoing, understand it and sign it voluntarily on my own, free act and deed; no oral representations, statements, or inducements apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Signature

Printed Name

Date

Parental /Guardian Consent: *(to be completed and signed by parent/guardian if the Participant is under 18 years of age):*

I hereby consent that my son/daughter, _____, participate in the above-referenced Activity, and I hereby execute the above Waiver of Liability and Hold Harmless Agreement on his/her behalf. I am the lawful parent or legal guardian of the Minor Participant and have the legal authority to sign this document. I state that said minor is physically able to participate in said activity. I hereby agree to indemnify and hold the City of Willows (including its officers, employees, volunteers, and agents) free and harmless from any loss, liability, damage, cost, or expense which may arise out of or connected in any way with the minor's participation in said activity.

Signature of Parent/Guardian

Printed Name of Parent Guardian

Date

Emergency Contact Name & Relationship

Emergency Contact Phone Number