

ORINDA ACTION DAY
VOLUNTEER WAIVER & RELEASE OF LIABILITY

I, _____, am voluntarily participating in the City of Orinda's (City) and the Orinda Community Foundation's (OCF) volunteer program on _____. I have read and agree to follow the Volunteer Guidelines. I acknowledge my participation in these events does not come without the risk of injury or harm; I accept this risk, and assume responsibility for all liability and risk associated with my participation.

I agree to hold harmless, release, waive, and forever discharge the City, OCF, its employees, departments, officers and agents (Releasees), from any and all loss, liability, expense, claims, suits, demands, and/or damages, including attorney's fees, I may have by reason of any accident, illness, injury, loss, destruction or damage to property, arising or resulting directly or indirectly from my participation in this activity, including but not limited to, negligent acts, errors or omissions, or willful misconduct of the City, OCF, or any other participant. I further covenant not to bring any legal action against the Releasees for any injury, loss or damage resulting from my participation in this activity.

The undersigned further agrees to indemnify, defend, and hold the Releasees harmless from and against any loss, liability, expense, claims, suits, demands, and damages, including attorney's fees that arise out of or result from my participation in said activity(ies) and/or presence on property of the City.

The undersigned further agrees to allow his/her image to be used in published materials and websites that promote the programs of the City, OCF, or this event.

This Waiver and Release is contractual and not a mere recital and applies whether or not injury or loss resulting from this activity is caused by an act or omission of the City, OCF, its employees, departments, officers or agents, negligent or otherwise.

This Waiver and Release is binding on my heirs, executors, administrators, assigns, and all of my family members, and applies to all losses, whether known or unknown, suspected or unsuspected, related to my participation in this activity.

The undersigned acknowledges 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 I voluntarily sign my name evidencing my acceptance of the above provisions.

This Waiver and Release was executed on _____, 20__ in Orinda, California and is valid for a 12 month period from the date of signing.

Print Participant's Name	Age (if under 18)	Signature of Participant*	Date
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*If under 18 years old, parent or legal guardian must also sign below

Print Parent/Guardian Name	Signature of Parent/Guardian	Date
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