



## VOLUNTEER PROFILE AND RELEASE

Volunteer Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Address: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Emergency Contact Name and Phone Number: \_\_\_\_\_

### **ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY**

This Assumption of Risk, Release and Waiver of Liability (the "Release") is executed by Volunteer (and, if a minor, by Volunteer's Parent or Guardian on his or her behalf) on the date set forth above in favor of Community Development Projects, Inc., dba "Project Mercy" ("Project Mercy"). Volunteer desires to work as a volunteer for Project Mercy and engage in the activities related to being a volunteer. The Volunteer does hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. Waiver and Release. Volunteer does hereby release, forever discharge, and hold harmless Project Mercy and its employees, agents, officers, board members, successors and assigns from and against any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's work for Project Mercy. Volunteer understands that this Release discharges Project Mercy from any liability or claim that the Volunteer may have against Project Mercy with respect to any bodily injury, personal injury, illness, death, property damage, or any other liability that may result from Volunteer's work for Project Mercy, whether caused by Project Mercy or its officers, directors, employees, agents or otherwise. Volunteer also understands that Project Mercy does not assume any responsibility for, or obligation to provide, financial assistance or other assistance, including, but not limited to, medical, health, Workers' Compensation or disability insurance in the event of injury or illness.

2. Medical Treatment. Volunteer authorizes medical treatment and releases and forever discharges Project Mercy from any claim or liability whatsoever that arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's work for Project Mercy.

3. Assumption of the Risk. The Volunteer understands that the work for Project Mercy may include activities that may be hazardous to the Volunteer, including risks inherent in construction, travel, and travel to a foreign country, and may involve inherently dangerous activities. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases Project Mercy from all liability for injury, illness, death, or property damage resulting from the activities of the Volunteer's work for Project Mercy.

4. Insurance. Volunteer understands that Project Mercy does not carry or maintain health, medical or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain her or his own medical or health insurance coverage.

5. Photographic Release. Volunteer hereby grants to Project Mercy all right, title, and interest in any and all photographic images, video or audio recordings made by Project Mercy during the Volunteer's activities with Project Mercy, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs, videos or recordings.

6. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, is not intended to exceed the protections provided by California law, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Volunteer agrees that in the event that any clause or provision of the 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 which shall continue to be enforceable to the maximum degree allowed by the law.

7. Waiver of California Civil Code Section 1542. Volunteer acknowledge that he or she has been advised regarding the effect of California Civil Code Section 1542, which provides 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, HAVING BEEN SO ADVISED, HEREBY EXPRESSLY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542.

8. Continuing Applicability. The terms of this Release applies to all activities of Volunteer as a volunteer for Project Mercy whether on this date or at any time in the future.

**I have carefully read this Release, I fully understand its contents, and I hereby agree to the terms and conditions of the Release.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### If Volunteer is a minor, he or she to sign above and Parent/Guardian to supply information and sign below:

**I am the Parent or legal Guardian of the Volunteer and I hereby allow Volunteer to participate in Project Mercy Volunteer work. I have carefully read this Release, I fully understand its contents, and I hereby agree to the terms and conditions of the Release on behalf of the Volunteer.**

Parent or Guardian Signature: \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Day Time Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name and Age and Date of Birth of Minor \_\_\_\_\_