

**San Diego Audubon Society  
Release and Waiver of Liability Agreement**

Activity: \_\_\_\_\_ Date: \_\_\_\_\_

**San Diego Audubon Society ("SDAS") thanks you for your willingness to volunteer for this Activity. Before we can allow you to take part, you must read and sign this Release and Waiver of Liability ("Release"). If you are under the age of 18, your parent or guardian must also read the Release and sign on your behalf. By signing this Release, you are waiving all present and future claims against SDAS, except for claims arising out of gross negligence or intentional misconduct of SDAS.**

I hereby acknowledge that I have voluntarily applied to participate in this Activity and that there are risks associated with it which may be known or unknown. During this Activity, I will be working outside with exposure to the elements. I will be bending, pulling, pushing, and lifting such things as plants and rocks, and walking on trails and other surfaces which may be slippery, uneven, steep, partially obstructed by vegetation, rocks, or other structures. I may come into contact with plants, which may cause rashes or other reactions, and insects and other animals, including poisonous snakes, which may bite or sting. I understand that as a result of the known and unknown risks associated with this Activity, I may experience damage to my property, physical injuries, bodily harm, allergic reactions, illness, or death.

By signing below, I agree (i) to accept all risks associated with this Activity, both known and unknown; (ii) to take full responsibility for my own actions, safety, and welfare; and (iii) to conduct myself in a manner that will not endanger me or other participants. I will use any tools available during this Activity (such as, but not limited to, trowels, shovels, hoes, and clippers) only if I am familiar with the proper use of the tool and I am capable of safely using it. I acknowledge that SDAS may take photographs of participants during this Activity and any photograph taken of me may be used by SDAS for purposes of marketing, promotion, and publicity in newsletters, newspapers, magazines, press releases, brochures, grant proposals, websites, electronic publications and other written or electronic materials without compensation to me.

I hereby confirm that I am physically fit for this Activity, and agree that if my physical condition changes so that it is not safe for me to continue the Activity, I will cease participation and arrange for any care or assistance I may need. I acknowledge that neither SDAS nor its liability insurance will pay for any medical care that I may seek or require.

In consideration of the right to participate in this Activity, I, on behalf of myself, my heirs, executors, legal representatives, successors, and assigns, hereby release, discharge, hold harmless and indemnify SDAS, its officers, directors, agents, employees, contractors, and volunteers, from any and all rights and claims for injury, loss, expenses, or damage resulting from my participation in the Activity. I intend this release to apply to all claims, regardless of whether founded in whole or in part on any negligent act or omission of any released party. I intend this Release to be as broad and inclusive as is permitted by the law of the State of California, and if any portion of this Release is held invalid, I agree that the balance shall continue in full force and effect.

I have read this Release and Waiver of Liability Agreement and agree to its terms.

Printed Name of Participant: \_\_\_\_\_

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

**If participant is under age 18, a parent or legal guardian must sign:**

I am the parent or legal guardian of the Participant. I have read this Release and Waiver of Liability Agreement and agree to its terms.

Printed name of parent or legal guardian: \_\_\_\_\_

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



**CITY OF SAN DIEGO PARK AND RECREATION DEPARTMENT  
VOLUNTEER PROGRAM WAIVER AND RELEASE OF LIABILITY**

In consideration of being allowed to participate in the City of San Diego Volunteer Program / Activity, I acknowledge and agree that:

1. My child (or I) am volunteering my services for the City of San Diego Park and Recreation Department on a voluntary basis without anticipation of payment of any kind.
2. I acknowledge that the City of San Diego has extended its workers' compensation coverage to authorized volunteers and I agree to accept that coverage.
3. My child (or I) will perform tasks that are within his/her (or my) physical capability to the best of his/her (or my) ability, and my child (or I) will not undertake tasks that are beyond his/her (or my) ability. I certify to the best of my knowledge, that my child's (or my) current physical condition is satisfactory for participation in this activity, and that he/she (or I) am free of any health problem that would affect his/her (or my) ability to participate.
4. I agree to inform my child (or I agree) not to use any equipment or tools with which my child (or I) am unfamiliar or do not know how to operate safely.
5. I agree to inform my child (or I agree) to perform only those tasks assigned, observe all safety rules, and use care in the performance of assignments.
6. I agree that my child (or I) may be photographed, videotaped or recorded and that said photographs, videos or recordings may be used for promotional materials. I understand that my child (or I) will not receive compensation for the use of these and that my child (or I) will not be given notice of when these materials are used.
7. I acknowledge that the City will defend and indemnify my child (or myself) in any claim or action arising from my child's (or my) acts that are within the scope of my child's (or my) duties as a volunteer and in compliance with City policies and procedures, in accordance with City of San Diego Resolution No. 286906. I further acknowledge that the City is not required to indemnify my child (or myself) against a claim for punitive damages except as authorized by the City Council pursuant to Government Code Section 825 (b). I agree, however, to defend and indemnify the City in any claim or action arising from my child's (or my) acts that are outside the scope of my child's (or my) volunteer duties.
8. I acknowledge that loss or damage to my child's (or my) personal property used while providing volunteer services is not reimbursable under City regulations.
9. I hereby authorize and give my consent for medical care to be given in an emergency situation to the below named child (or to myself) while volunteering.
10. THIS AGREEMENT IS BINDING ON MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE AND ASSIGNS.

Volunteer's Name (print) \_\_\_\_\_ Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Address \_\_\_\_\_ Apt. # \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone # ( ) \_\_\_\_\_ Emergency Phone #'s ( ) \_\_\_\_\_/( ) \_\_\_\_\_

Volunteer's Signature (if participant is 18 years or older); \_\_\_\_\_ Date Signed \_\_\_\_/\_\_\_\_/\_\_\_\_

**Parent/Legal Guardian signature required if volunteer is 17 years of age or younger.**

*This is to certify that as a parent/legal guardian of this volunteer, I do consent to his/her waiver and release as set forth above. My child has my permission to volunteer. I realize that participation in this program / activity is voluntary.*

Parent/Guardian Name (print) \_\_\_\_\_ Relationship \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_