

# SOUTHSIDE COMMUNITY CONNECTIONS

## Volunteer's Waiver of Liability and Assumption of Risk

Thank you for volunteering. We greatly appreciate your assistance and commitment to providing safe and reliable programs for Southside Community Connections (hereinafter "SCC") or any of its programs including The Little House (hereinafter "TLH"), Village on the Hill (hereinafter "VOH"), or Wheels. This document sets forth the responsibilities and understandings of the Volunteer regarding Volunteer's participation in volunteer programs partially or wholly coordinated by Southside Community Connections.

This Waiver of Liability (hereinafter "Waiver") is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ (hereinafter "Volunteer") in favor of SCC, a non-profit corporation, its directors, officers, employees, other volunteers, and agents (hereinafter "Agents").

Volunteer desires to perform service as a volunteer for SCC and/or engage in the authorized activities related to being a Volunteer. The Volunteer hereby freely, voluntarily, without promise, expectation, or receipt of remuneration and without duress executes this Waiver under the following terms:

**No Employment Relationship:** Volunteer understands that Volunteer is not and will not become an employee of SCC by virtue of Volunteer's participation in any of SCC's programs. Volunteer further understands that any protections and benefits required to be provided under applicable law by employers to employees will not be provided to Volunteer.

**Waiver:** Volunteer does hereby waive and forever discharge SCC, its Agents, and its successors and assigns from any and all liability, claims, demands, obligations, costs, expenses, attorney fees, actions and causes of action of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's activities with SCC. Volunteer understands that this Waiver discharges SCC from any liability or claim that the volunteer may have, now, or in the future, against SCC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from or arise in connection with the Volunteer's activities with SCC, whether caused by the intentional acts or negligence of SCC or its Agents, or Members, or otherwise. Volunteer also understands that SCC does not assume and will not have any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, disability, or burial expenses in the event of injury, illness or death.

**Assumption of the Vehicular Risk: :** Volunteer understands that SCC has not inspected any motor vehicle which may be provided by any person for use in SCC activities, and that SCC makes no representations as to the safety of any such motor vehicles. Volunteer understands that driving or riding as a passenger in a motor vehicle involves inherent risks that may be hazardous or damaging to the Volunteer and/or Volunteer's motor vehicle. Volunteer understands that the specific risks range from relatively minor damage such as scratches to the motor vehicle to more serious injuries or damage to Volunteer or the motor vehicle, including, but

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not limited to, loss of use of the motor vehicle or its total destruction and physical injuries up to and including death. Volunteer hereby expressly and specifically assumes the risk of damage, injury or harm and waives all claims, now and in the future, against SCC and its Agents for all liability for injury, illness, death, or property damage resulting from the activities associated with driving or riding as a passenger whether the motor vehicle is owned by Volunteer, or by others, including SCC, its volunteers and Agents.

**Insurance:** Volunteer understands that, except as otherwise agreed to by SCC in writing SCC does not carry or maintain life, workers compensation, medical, motor vehicle, or disability insurance providing coverage for any volunteer. Volunteer must maintain his or her own medical insurance and the Volunteer's own motor vehicle liability insurance when driving a non-SCC vehicle to cover potential medical and other costs and exposures related to the volunteer service. Volunteer is also encouraged to maintain property and life insurance coverage while serving as a volunteer.

**Photographic Rights Conveyance:** Volunteer does hereby grant and convey unto SCC all rights, title, and interest in any and all photographic images and video or audio recordings made by SCC during the Volunteer's activities with SCC, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other:** Volunteer expressly agrees that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of California 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 this Waiver 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 Waiver which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Waiver as of the date and year first above written.

Volunteer Name (Print): \_\_\_\_\_

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