



Waiver of Liability

I hereby agree to the following in consideration for being allowed to participate as a volunteer for the East Bay Regional Park District (“EBRPD”) and for being permitted to enter onto EBRPD land and use EBRPD facilities to participate in EBRPD volunteer events, programs, and activities (referred to individually as “EBRPD Activity” and collectively as “EBRPD Activities”):

- 1. Consent and Binding Effect.** I voluntarily applied and agree to participate and assist the EBRPD as a volunteer. I understand that I will not receive any payment or compensation for any services provided as a EBRPD volunteer in connection with my participation. Unless my parent or guardian signs below on my behalf (required for minors), I am at least 18 years of age and I am legally competent to and capable of agreement to all the terms and conditions contained herein and legally competent and capable of entering into and signing any forms or agreements requested of me. I hereby agree that the terms and conditions of this Waiver of Liability are binding on myself and my heirs, assigns, executors, and administrators.
- 2. Assumption of Risk.** I understand the potential hazards associated with my participation as a volunteer for the EBRPD, including but not limited to tripping hazards, dehydration or heat illness, poison oak, pulled muscles, strains or sprains, parasites, or exposure to diseases such as COVID-19. I understand that in volunteering, I may incur personal injury and/or property damage from my own or other’s actions, inaction, or negligence, conditions related to travel, or conditions of the EBRPD Activity’s location. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in, including travel to and from, any and all EBRPD Activities. I hereby expressly and specifically assume the risk of injury or harm incurred during any and all EBRPD Activities. I am unaware of any existing medical condition or physical limitation that may be adversely affected by the services that I will be performing. I agree to perform assigned tasks that are within my physical and mental ability and I will not undertake tasks that are beyond my physical or mental capacity.
- 3. Release, Waiver and Indemnification.** I hereby release, covenant not to sue, forever discharge, and hold harmless the EBRPD, its Board of Directors, officers, employees, agents, defend and representatives from any claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to all EBRPD Activities including but not limited to any illness, death, and loss of any kind, including but not limited to COVID-19 infection, resulting from my participation in any or all EBRPD Activities. I agree that this release includes any claims based on the actions, omissions, or negligence of the EBRPD, its Board of Directors, officers, employees, agents, and representatives. I understand that but for this release of liability, the EBRPD would not allow me to provide volunteer services or participate in EBRPD Activities. I also agree to indemnify, hold harmless, and defend the EBRPD, its officers, employees, and agents from all liability and claims from any injury, damage, or loss, or from any other costs which may arise out of or in connection with any claims for bodily injury or property damage which may result from my acts or omissions in EBRPD Activities.
- 4. Compliance with EBRPD Policies.** I will obey the law at all times and will comply with all policies, regulations, directives, ordinances, and instructions given by EBRPD staff. I understand that the EBRPD has a zero-tolerance policy regarding harassment and discrimination in the workplace and that I, as a volunteer, am protected from and shall refrain from engaging in sexual harassment, harassment and retaliation of any kind, and discrimination related to civil rights protections. I agree to perform only

those tasks assigned or approved by EBRPD staff. I understand that my failure to follow or comply with the above protocols can result in the EBRPD, at its sole discretion, removing me as a volunteer.

5. **Photo Permission.** I understand and agree that unless I opt out as provided in this section, I consent to having photographs and video and audio recordings of me used by the EBRPD on its website, promotional materials, social media, and other publications, at the EBRPD's sole discretion and without further consideration. Accordingly, I grant to the EBRPD the perpetual, unlimited, royalty-free, non-revocable right to use any and all photographic images (including digital versions) and video or audio recordings of me that are made by the EBRPD or its representatives during my participation in any and all EBRPD Activities, and the right to any royalties, proceeds, or other benefits from use of such photographs or recordings. If I DO NOT wish to have a photographs or video or audio recordings of me released or used by the EBRPD, I must provide a written and signed document to the EBRPD prior to engaging in that EBRPD Activity stating my intent to opt out of consenting to the EBRPD releasing or using photographs or video or audio recordings of me.

By completing and submitting this form, I acknowledge I have read and understood this Waiver of Liability and agree to be bound by all the foregoing terms and conditions.

The following section is applicable to parents or legal guardians completing this Waiver of Liability on behalf of volunteers under the age of 18: I am the parent or legal guardian of the volunteer, who is under the age of 18. The minor volunteer listed below has my permission to participate as a volunteer. By completing and submitting this form, I confirm that I have read, understood, and agree to be bound, on behalf of the minor, by the foregoing terms and conditions of this Waiver of Liability.

Date

Name of Volunteer

Name of Parent/Legal Guardian
(if Volunteer is under the age of 18)

Signature of Volunteer/Legal Guardian