



Volunteer Waiver, Release, and Indemnity Agreement

The undersigned **Volunteer or Parent/Legal Guardian** of Volunteer if Volunteer is under age 18 (hereafter referred to using “**I**”, “**me**”, or “**my**”) has agreed to volunteer my services for the Yerba Buena Gardens Conservancy (“**YBGC**”) volunteer activities and all related activities, including any activities incidental to such participation (“**Volunteer Activities**”).

I understand that YBGC provides no compensation for my services and that I am not entitled to any benefits from YBGC, including but not limited to workers’ compensation benefits.

Assumption of Risk

I understand that participation of the Volunteer Activities involves certain risks, including, but not limited to, serious injury, death and damage to property. I attest and verify that I am in good health, possess the physical fitness and ability to perform the Volunteer Activities, and that I have no physical limitations that would affect or prevent my performance of the Volunteer Activities. If I do not feel that I am capable of performing any of the Volunteer Activities, I assume the responsibility of informing whomever is designated as the Supervisor or Manager of the Volunteer Activities.

In consideration for being allowed to participate in the Volunteer Activities, I hereby assume the risk of, and responsibility for, any such injury, death or damage which I may sustain arising out of or in any way connected with performance of the Volunteer Activities, including injury, death or damage resulting from any acts or omissions, whether negligent or not, or any property or equipment owned or supplied by or on behalf of YBGC, its officers, directors, employees, sub-contractors, sponsors, agents, affiliates, volunteers, and any other promoters, operators or co-sponsors of the Volunteer Activities. I understand and agree that YBGC is not responsible for any injury, death or property damage arising out of the Volunteer Activities, even if caused by their ordinary negligence or otherwise.

I am voluntarily participating in the Volunteer Activities with knowledge of the danger involved and I agree to accept all risks of participation.

Release and Indemnification

In consideration for being allowed to participate in the Volunteer Activities, I hereby release, waive and discharge YBGC, its officers, directors, employees, sub-contractors, sponsors, agents,

affiliates, volunteers, and any other promoters, operators or co-sponsors of the Volunteer Activities, from any and all liability, claims, or causes of action arising out of or in any way connected with my performance of the Volunteer Activities, including for property damage, personal injury, or wrongful death, or upon its acts or omissions, whether negligent or not (“**Waiver**”). I agree to this Waiver on behalf of myself, my family, estate, heirs, executors, administrators and assigns.

As further consideration for being allowed to participate in the Volunteer Activities, I hereby agree, on behalf of myself, my family, estate, heirs, executors, administrators and assigns to indemnify and hold harmless YBGC, its officers, directors, employees, sub-contractors, sponsors, agents, affiliates, volunteers, and any other promoters, operators or co-sponsors of the Volunteer Activities, from any and all claims for compensation, personal injury, property damage or wrongful death caused by my negligence or willful misconduct in the performance of the Volunteer Activities.

Interpretation and Insurance

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state of California and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

I also acknowledge that YBGC has not arranged and does not carry any insurance of any kind for my benefit or that of Volunteer (if Volunteer is under 18), my parents, guardians, trustees, heirs, executors, administrators, successors and assigns.

I also understand that this document is a contract which grants certain rights to and eliminates the liability of YBGC.

Knowing and Voluntary Execution

I have carefully read this Volunteer Waiver, Release and Indemnity Agreement and fully understand its contents. I understand that by signing this form, I am giving up legal rights and remedies. I knowingly and voluntarily give up these rights and remedies of my own free will.

Volunteer Name:

Check here if volunteer is under age 18

Parent/Legal Guardian Name if Volunteer is Under 18:

Volunteer Contact Email (required):

Parent or Legal Guardian Email (required if Volunteer is under age 18):

Address:

Phone:

Signature (Volunteer, or Parent/Legal Guardian if under 18):

Date:

EMERGENCY CONTACT

Name:

Relationship to Participant:

Phone Number: