



This document represents a release and waiver of liability and indemnity agreement for one Volunteer and the parent of the Volunteer (if Volunteer is a minor) of any and all volunteer work performed on, for, or related to SAMLARC and SAMLARC activities. It also represents the Volunteer's agreement to act in accordance with the Conduct Guidelines herein.

Volunteer Name (Last) _____ (First) _____ Age _____

Address: _____ (City, Zip) _____

Parent/Guardian of Participant, if applicable, (Last, First) _____ Describe
event or type of work in which Volunteer seeks to participate: _____

_____ SAMLARC Member? (Y / N)

Emergency Contact: (____) ____ -- _____ Name: _____ Relationship: _____

IN CONSIDERATION OF BEING PERMITTED TO VOLUNTEER, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE Rancho Santa Margarita Landscape and Recreation Corporation, (SAMLARC), its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of any illness, injury, death, or damage to or loss of personal property, arising out of, in connection with, as a result of, or arising from my volunteer service, from whatever cause, including the active or passive negligence of SAMLARC. THE UNDERSIGNED understands that accidents and injuries may arise from volunteer activities and, nevertheless, voluntarily assumes any such risks.

This waiver and release is given with full knowledge and understanding of Section 1542 of the California Civil Code which provides that:

"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."

2. THE UNDERSIGNED HEREBY EXPRESSLY AGREES to release, defend, indemnify and hold SAMLARC, its directors, officers, employees, and agents, free and harmless from claims, demands, suits, causes of action, damage, and loss which arises out of or is in any way connected with the performance of volunteer activities. THE UNDERSIGNED further acknowledges that his or her indemnity set forth herein exists regardless of cause or responsibility for negligence, whether passive or active, and that this indemnity applies, without limitation, to any and all injury, damage, suits, actions, claims, demands, causes of action, liabilities, expenses, attorney fees, consultant fees, expert fees and costs arising out of or in any way connected to the volunteer activities.
3. THE UNDERSIGNED understands, acknowledges and agrees that as a volunteer for SAMLARC the volunteer community services are provided without compensation and thus THE UNDERSIGNED is not SAMLARC's employee, pursuant to California Labor Code Section 3352 (i) or any other provision of law. THE UNDERSIGNED understands, acknowledges and agrees that, as such, he or she is not covered by any workers' compensation insurance, nor entitled to any employment benefits of any kind whatsoever. The rendition of services as a volunteer is terminable at the will of either party without prior notice to the other party.

4. THE UNDERSIGNED agrees to observe and obey all posted rules and warnings in regards to SAMLARC Governing Documents, and further agrees to follow any oral instructions or directions given by SAMLARC, or the employees, representatives or agents of SAMLARC.
5. THE UNDERSIGNED agrees to conduct him/herself in a courteous and respectful manner, use appropriate and respectful language, dress with appropriate attire, to be punctual and reliable, and to act in accordance with any and all Conduct Guidelines provided to them by SAMLARC.
6. THE UNDERSIGNED represents that he or she has not be convicted of a felony, a sex crime, a crime against a minor, domestic violence offense, drug offense, or deadly weapon related offense.
7. THE UNDERSIGNED agrees not to use SAMLARC's name or logo, or refer to his or her status as a volunteer without the prior written approval of SAMLARC

Print Name of Volunteer (and Parent of Volunteer if under 18 years of age)

Signature of Volunteer or Parent of Volunteer if under 18 years of age

Date: _____

Noted By SAMLARC Representative: _____

Date: _____