



## VOLUNTEER LIABILITY WAIVER (ADULT)

### THE LAND CONSERVANCY OF SAN LUIS OBISPO COUNTY

NAME(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL \_\_\_\_\_

In case of emergency, contact \_\_\_\_\_ PHONE \_\_\_\_\_

[Staff use] Project/Property Name: \_\_\_\_\_ Assignment: \_\_\_\_\_

In consideration of being permitted to participate in volunteer activities organized by The Land Conservancy of San Luis Obispo County, a California non-profit corporation ("The Land Conservancy"), the undersigned, for himself/herself and any personal representatives, heirs, executors, next of kin, successors and assigns, hereby agrees to the following:

#### **VOLUNTEER RESPONSIBILITIES.**

- Always act in a professional and respectful manner.
- Be safety conscious at all times.
- Be courteous to all persons with whom you come in contact.
- Always check in and out with your designated supervisor.
- Commit to attend all scheduled assignments, which is mandatory to continue in the volunteer program.
- The use of alcohol and controlled substances is absolutely prohibited.

I have read these volunteer responsibilities and agree to adhere to them at all times while participating in volunteer activities organized by The Land Conservancy. I also agree to abide by all of The Land Conservancy's rules and requirements for any volunteer activities that I participate in. I understand that my failure to abide by the foregoing may lead to my termination from the volunteer program.

**SCOPE OF VOLUNTEER ACTIVITIES AND ASSIGNMENT.** I understand that I am agreeing to act as a volunteer for The Land Conservancy and that my volunteer activities may take place at one or more locations that are owned, operated, managed, maintained and/or used by The Land Conservancy and that my volunteer activities may include, but are not limited to, the following; walking, hiking, climbing, biking, operating, guiding, and navigating upon and through marked and unmarked trails, roads open to vehicular traffic, brush and foliage, hills, stairs, bridges, rocks and rock formations, hillsides, gates, fences, and/or other adverse conditions that may be present at the locations where the volunteer activities take place. I also understand and agree that I may encounter, and come into contact with, animals, insects, and other wildlife during my time as a volunteer for The Land Conservancy. My activities as a volunteer may also include consuming food and liquids available or provided, and spending extended periods of time outdoors in the sun and/or during inclement weather.

**EQUIPMENT.** I understand that in order to fulfill my duties as a volunteer for The Land Conservancy, I may be required to provide my own equipment, including but not limited to the following; footwear appropriate for the given activities, sunscreen, insect repellent, hats, sunglasses, bicycles, canes, helmets, and other safety equipment ("the Equipment"). I agree that I will be responsible for providing for any such Equipment and am responsible for the use of such Equipment. I agree that The Land Conservancy has no responsibility to provide any Equipment and has no responsibility or liability for my failure to use, or my use of, the Equipment.

**MEDICAL TREATMENT.** I agree to release and forever discharge The Land Conservancy from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer Activities (as hereinafter defined).

**ASSUMPTION OF RISK.** I assume the responsibility of mental and physical fitness of myself to participate in the scope and assignment described above and any other volunteer activity that I may participate in (the "Volunteer Activities"). I also assume the responsibility for any damage to my personal property and Equipment during any of my Volunteer Activities. I ACKNOWLEDGE THAT PARTICIPATION IN THE VOLUNTEER ACTIVITIES INVOLVES RISK, BOTH KNOWN AND UNKNOWN, INCLUDING BUT NOT LIMITED TO PHYSICAL INJURY (EVEN DEATH), EMOTIONAL INJURY, DAMAGE TO PERSONAL PROPERTY AND EQUIPMENT, AND OTHER DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY ENGAGING IN THE VOLUNTEER ACTIVITIES WITH KNOWLEDGE OF THE RISKS OF INJURY (EVEN DEATH), DAMAGE TO PROPERTY AND EQUIPMENT, AND OTHER DAMAGE, AND I ASSUME ANY AND ALL RISK OF INJURY (EVEN DEATH), DAMAGE TO PERSONAL PROPERTY AND EQUIPMENT, AND OTHER DAMAGE THAT MAY RESULT FROM PARTICIPATION IN THE VOLUNTEER ACTIVITIES.

**INSURANCE.** I understand that I am not an employee of The Land Conservancy for the purposes of Workers' Compensation, or for any other purpose, but that the Land Conservancy may choose to maintain volunteer accident insurance that may provide some coverage in excess of any other medical insurance I may have, although any such volunteer accident insurance is not guaranteed. I agree to comply with the Land Conservancy's policy on reporting any injuries or damages I may incur while participating in Volunteer Activities and will report the occurrence of any such injuries or damages immediately.

I understand that, except as otherwise agreed to by The Land Conservancy in writing, The Land Conservancy is under no obligation to provide, carry, or maintain health, medical, travel, disability, or other insurance coverage for me and that I am expected and encouraged to obtain my own health, medical, disability, or other insurance coverage.

**PHOTO/VIDEO RELEASE.** In connection with my participating in the Volunteer Activities, I hereby give permission to The Land Conservancy to use my photograph and video/audio recording for official Land Conservancy printed publications, outreach events, website, and/or social media platforms without further consideration. I acknowledge The Land Conservancy's right to crop or edit the photograph or video/audio recording at its discretion. I acknowledge that The Land Conservancy may choose not to use my photo or video/audio recording at this time, but may do so at its own discretion at a later date. I also understand that once my image or video/audio is posted on The Land Conservancy website, it can be downloaded by any computer user.

**RELEASE OF LIABILITY.** I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE LAND CONSERVANCY, ITS OFFICERS, DIRECTORS, TRUSTEES, COMMITTEE MEMBERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") FROM ALL LIABILITY TO ME AND MY PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, SUCCESSORS AND ASSIGNS FOR ANY AND ALL PRESENT OR FUTURE LOSSES, CLAIMS, DEMANDS, DAMAGES OR LIABILITIES OF ANY NATURE ARISING FROM OR RELATING TO PARTICIPATION IN THE VOLUNTEER ACTIVITIES BY ME, REGARDLESS OF WHETHER CAUSED BY THE CARELESSNESS, NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL ACTS OF RELEASEES.

**INDEMNIFICATION.** I agree to indemnify, defend, and hold harmless the Releasees from any and all losses, liabilities, damages, expenses (including without limitation attorney's fees and costs), claims, actions, or proceedings of any kind arising from or relating to my participation in the Volunteer Activities, regardless of whether caused by the carelessness, negligence, gross negligence, or willful act of Releasees.

**APPLICABLE LAW.** 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 agree that the venue for any dispute arising from the Volunteer Activities will be in the San Luis Obispo County Superior Court in the County of San Luis Obispo, California. By signing below, I am agreeing to all of the terms as stated above.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS VOLUNTEER LIABILITY WAIVER BY READING IT BEFORE I SIGNED IT. I REALIZE THAT BY SIGNING THIS DOCUMENT I AM GIVING UP LEGAL RIGHTS TO WHICH I MAY BE ENTITLED AND AM ELIMINATING THE LIABILITY OF ANY AND ALL RELEASEES.**

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**PRINT NAME**

**SIGNATURE**

**18 or OLDER  
Y/N**

**DATE**