



VOLUNTEER LIABILITY WAIVER (ADULT WITH MINOR CHILDREN)

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 on behalf of the minor children listed below, and any of my/their respective 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, and ensure that my minor children adhere to them, at all times while participating in volunteer activities organized by The Land Conservancy. I also agree to abide by, and ensure that my minor children will abide by, all of The Land Conservancy's rules and requirements for any volunteer activities that I participate in. I understand that my failure, or the failure of my minor children, to abide by the foregoing may lead to my termination from the volunteer program.

SCOPE OF VOLUNTEER ACTIVITIES AND ASSIGNMENT. On behalf of myself and my minor children, I understand that we are agreeing to act as volunteers and that our 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 our 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. On behalf of myself and my minor children, I also understand and agree that we may encounter, and come into contact with, animals, insects, and other wildlife during our time as volunteers for The Land Conservancy. Our activities as volunteers 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. On behalf of myself and my minor children, I understand that in order to fulfill our duties as a volunteer for The Land Conservancy, we 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"). On behalf of myself and my minor children, I agree that we will be responsible for providing for any such Equipment and we are responsible for the use of such Equipment. On behalf of myself and my minor children, I agree that The Land Conservancy has no responsibility to provide any Equipment and has no responsibility or liability for our failure to use, or our use of, the Equipment.

MEDICAL TREATMENT. On behalf of myself and my minor children, 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 to me and/or any of my minor children in connection with the Volunteer Activities (as hereinafter defined).

ASSUMPTION OF RISK. On behalf of myself and my minor children, I assume the responsibility of mental and physical fitness of myself and my minor children to participate in the scope and assignment described above and any other volunteer activity that I and they may participate in (the "Volunteer Activities"). On behalf of myself and my minor children, I also assume the responsibility for any damage to our personal property and Equipment during any of my and my minor children's Volunteer Activities.

ON BEHALF OF MYSELF AND MY MINOR CHILDREN, 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. ON BEHALF OF MYSELF AND MY MINOR CHILDREN, I ACKNOWLEDGE THAT WE ARE VOLUNTARILY ENGAGING IN THE VOLUNTEER ACTIVITIES WITH KNOWLEDGE OF THE RISKS OF INJURY (EVEN DEATH), DAMAGE TO PROPERTY AND EQUIPMENT, AND OTHER DAMAGE, AND ON BEHALF OF MYSELF AND MY MINOR CHILDREN, I ASSUME ANY AND ALL RISK OF INJURY TO MYSELF AND MY MINOR CHILDREN (EVEN DEATH), DAMAGE TO PERSONAL PROPERTY AND EQUIPMENT, AND OTHER DAMAGE THAT MAY RESULT FROM PARTICIPATION IN THE VOLUNTEER ACTIVITIES.

INSURANCE. On behalf of myself and my minor children, I understand that we are not employees 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 we may have, although any such volunteer accident insurance is not guaranteed. On behalf of myself and my minor children, I agree to comply with the Land Conservancy's policy on reporting any injuries or damages we may incur while participating in Volunteer Activities and agree that we will report the occurrence of any such injuries or damages immediately.

On behalf of myself and my minor children, 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 us and that we are expected and encouraged to obtain our own health, medical, disability, or other insurance coverage.

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

RELEASE OF LIABILITY. ON BEHALF OF MYSELF AND MY MINOR CHILDREN, 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 MINOR CHILDREN AND OUR 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 AND MY MINOR CHILDREN, REGARDLESS OF WHETHER CAUSED BY THE CARELESSNESS, NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL ACTS OF RELEASEES.

INDEMNIFICATION. On behalf of myself and my minor children, 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 participation in the Volunteer Activities by me or my minor children, regardless of whether caused by the carelessness, negligence, gross negligence, or willful acts of Releasees.

APPLICABLE LAW. On behalf of myself and my minor children, 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. On behalf of myself and my minor children, 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 stated above on my behalf and on behalf of my minor children. I represent and warrant that I am the parent or legal guardian of the minor children listed below and that I have the authority to enter into this agreement on their behalf.

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 MY MINOR CHILDREN AND I MAY BE ENTITLED AND AM ELIMINATING THE LIABILITY OF ANY AND ALL OF THE RELEASEES.

_____	_____	_____	_____
PRINT NAME	SIGNATURE	18 or OLDER Y/N	DATE

LIST MINOR CHILDREN BELOW

The adult participant identified above, is the parent and/or legal guardian of the minor(s) listed below and does hereby represent that he/she is, in fact, acting in such capacity for purposes of this Accident & Release of Liability Waiver for Land Conservancy Events.

_____	_____	_____	_____
PRINT MINOR'S NAME	PARENT/GUARDIAN SIGNATURE	AGE	DATE
_____	_____	_____	_____
PRINT MINOR'S NAME	PARENT/GUARDIAN SIGNATURE	AGE	DATE
_____	_____	_____	_____
PRINT MINOR'S NAME	PARENT/GUARDIAN SIGNATURE	AGE	DATE