



**BOYS & GIRLS CLUBS
OF SILICON VALLEY**

**RELEASE AND WAIVER OF LIABILITY FOR VOLUNTEERS OF
BOYS & GIRLS CLUBS OF SILICON VALLEY**

Name: _____ Address: _____ Email/Phone: _____

This Release and Waiver of Liability, (the "Release") executed on this ___ day of _____, 20___, by _____, the Volunteer, in favor of Boys & Girls Clubs of Silicon Valley, a not-for-profit agency, their directors, officers, employees and agents.

The Volunteer desires to volunteer for Boys & Girls Clubs of Silicon Valley, and engage in activities related to being a volunteer. The Volunteer understands that the Activities may include, but are not limited to, interacting with club members. The Volunteer does hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **RELEASE AND WAIVER:** Volunteer, for him/herself and his or her legal representatives, spouse, heirs and assigns, does hereby release and forever discharge and hold harmless Boys & Girls Clubs of Silicon Valley, and its officers, directors, trustees, employees, agents, insurers and representatives, successors and assigns from any and all liability claims and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Boys & Girls Clubs of Silicon Valley.

Volunteer understands that this Release discharges Boys & Girls Clubs of Silicon Valley from any liability or claim that the Volunteer may have against Boys & Girls Clubs of Silicon Valley with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Boys & Girls Clubs of Silicon Valley, whether caused by the negligence of Boys & Girls Clubs of Silicon Valley or its officers, directors, employees, or agents or otherwise. Volunteer covenants not to bring any action against Boys & Girls Clubs of Silicon Valley for any such injury or damage. Volunteer also understands that Boys & Girls Clubs of Silicon Valley does not assume any responsibility for or obligation to provide financial or other assistance including but not limited to medical, health or disability insurance in the event of injury or illness.

Initial _____

2. **MEDICAL TREATMENT:** Volunteer does hereby release and forever discharges Boys & Girls Clubs of Silicon Valley 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's Activities with Boys & Girls Clubs of Silicon Valley. Volunteer authorizes Boys & Girls Clubs of Silicon Valley to act, in its best judgment, on Volunteer's behalf in case of an emergency.

3. **ASSUMPTION OF THE RISK:** The Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, interacting with club members.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Boys & Girls Clubs of Silicon Valley from all liability for injury, illness, death, or property damage resulting from the Activities.

4. **VOLUNTARY SERVICE:** Volunteer understands and acknowledges that he/she may decline any volunteer role or position at any time if he/she feels such role or position presents a risk to health or safety or for any other reason. Volunteer agrees to advise Boys & Girls Clubs of Silicon Valley of any preexisting conditions that would preclude involvement in any activity.
5. **INSURANCE:** The Volunteer understands that, except as otherwise agreed upon by Boys & Girls Clubs of Silicon Valley in writing, Boys & Girls Clubs of Silicon Valley does not carry or maintain health, medical, disability or Workers Compensation insurance coverage for any volunteer.
6. **OTHER:** Volunteer expressly agrees that the Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which will continue to be enforceable.

PHOTOGRAPHIC RELEASE: Volunteer does hereby grant and convey unto Boys & Girls Clubs of Silicon Valley all right, title and interest in any and all photographic images and video or audio recordings made by Boys & Girls Clubs of Silicon Valley during the Volunteer's Activities with Boys & Girls Clubs of Silicon Valley, including, but not limited to, any donations, proceeds, or other benefits derived from such photographs or recordings.

IN WITNESS WHEREOF, Volunteer has executed this Release as to the day and year first written.

Volunteer Signature: _____

REQUIRED FOR MINORS: Parent/Guardian Permission

I give permission for my child _____, to volunteer with Boys & Girls Clubs of Silicon Valley. I _____, do hereby indemnify and hold harmless the Boys & Girls Clubs of Silicon Valley, its employees, volunteers, or agents from any liability for accidents, injuries or illness that may occur to my child from his or her Volunteer Activities. The Boys & Girls Clubs of Silicon Valley also has permission to use my child's photograph or videotaped image in publicity about BGCSV and its activities.

___ Yes ___ No

Parent/Guardian Signature: _____