



Waves of Compassion Volunteer Liability Waiver

1. **THE PARTIES.** This Volunteer Release and Waiver of Liability ("Release") is executed on _____ by _____ ("Volunteer") who releases the Waves of Compassion Foundation ("Waves") and its directors, officers, employees, volunteers and agents, together with the Bodega Bay Grange, as host of Waves events (collectively referred to as "Released Parties"). Volunteer desires to provide volunteer services for Waves and engage in activities related to serving as a volunteer. Volunteer understands that the scope of their relationship with the Waves is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; Waves will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for their own insurance coverage in the event of personal injury or illness as a result of Volunteer's services to Waves.
2. **WAIVER AND RELEASE.** Volunteer releases and forever discharges and holds harmless Released Parties and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the activities as a volunteer with Waves, including claims arising out of negligence. Volunteer understands and acknowledges that this Release discharges Released Parties from any liability or claim that they may have against them with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services Volunteer provides or occurring while Volunteer is provided volunteer services.
3. **INSURANCE.** Volunteer affirms that they are covered by primary medical insurance and understands that they are responsible for their medical bills if injury occurs. Further, Volunteer understands that Released Parties do not assume any responsibility for or obligation to provide Volunteer with financial or other assistance, including but not limited to medical, health, workers' compensation or disability benefits or insurance of any nature in the event of Volunteer's injury, illness, death, or damage to their property.
4. **ASSUMPTION OF RISK.** Volunteer understands that the services provided by them to Waves may include activities that are inherently dangerous to them, including but not limited to the following: lifting and moving heavy items, working in parking lots with moving vehicles, and interacting with other volunteers and clients. Volunteer hereby expressly assumes the risk of injury or harm to them from these activities and releases Released Parties from all liability for injury, illness, death, or property damage resulting from the services Volunteer provides as a volunteer or occurring while they are participating in events.
5. **PHOTOGRAPHIC RELEASE.** Volunteer grants and conveys to Waves all rights, title, and interests in any and all photographs, images, and video or audio recordings of Volunteer or their likeness or voice made by Waves in connection with Volunteer participating in Waves's events, including but limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.
6. **MEDICAL TREATMENT.** Volunteer hereby releases and forever discharges Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid treatment or other medical services rendered in connection with an emergency during Volunteer's tenure as a volunteer with Waves. Volunteer consents to Waves providing, administering, or obtaining medical treatment for Volunteer.
7. **OTHER.** Volunteer expressly agrees that this 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 California state laws. Volunteer agrees that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, Volunteer expresses their understanding and intent to enter into this Release willingly and voluntarily.

Volunteer (or Parent/Guardian) Signature: _____

Print Name: _____ Date: _____