



# REGIONAL TASK FORCE ON THE HOMELESS

"OUR COMMUNITY, OUR HOMELESS, OUR ISSUES"

## **Regional Task Force on The Homeless (RTFH) Volunteer Release and Waiver of Liability**

This is a Volunteer Release and Waiver of Liability ("Release"), effective immediately upon agreeing with the terms contained herein, between You (the "Volunteer") and Regional Task Force on The Homeless, its Board members, officers, employees, agents, representatives, successors and assigns (collectively "RTFH").

The Volunteer desires to participate as a volunteer in activities conducted by RTFH to engage in activities related to being such a volunteer (the "Activities"). Volunteer understands and agrees that Volunteer is choosing to participate in the activities on a voluntary basis, and Volunteer is not required to participate.

In consideration of the services performed by RTFH with respect to the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the volunteer hereby knowingly, intentionally, purposively, freely, voluntarily and without duress executes this release under the terms below:

### 1. Release and Waiver

Volunteer hereby releases, waives, discharges and covenants that volunteer will not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against, RTFH and and/or any of its officers, directors, employees, or agents, arising out of or relating to Volunteer's participation in the Activities. Volunteer agrees to hold RTFH harmless from any claims relating to Volunteer's participation in the Activities.

### 2. Medical Treatment

Volunteer grants RTFH permission to authorize emergency medical treatment, as it deems appropriate, and agrees that such action by RTFH shall be subject to the terms of this Agreement. Volunteer understands and agrees that RTFH assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

### 3. Assumption of Risk

Volunteer specifically understands and agrees that the Activities include work and other activities that may be hazardous to the Volunteer. The volunteer hereby expressly, specifically, knowingly, intentionally, purposively, personally and solely assumes all risk of accident, injury, sickness, death, loss of/or damage which may result, directly or indirectly, from, during, or with respect to the activities. Volunteer forever releases, discharges, indemnifies, holds harmless, defends, exonerates and covenants not to sue RTFH and/or from all liability or claim for injury, illness, death or property damage or loss resulting from or with respect to Volunteer's participation in the Activities.

### 4. Warranty of Physical Fitness

Volunteer warrants that Volunteer is physically fit and in a condition that will allow Volunteer to participate fully in the Activities. Volunteer understands that RTFH is relying on Volunteer's warranty concerning such physical condition. Volunteer assumes full responsibility for payment of medical expenses not covered by such insurance incurred as a result of Volunteer's participation in the Activities.

### 5. Warranty of Criminal Record

Volunteer warrants that Volunteer has never been convicted of or charged with any crime involving or relating to child abuse or neglect, child pornography, child abduction or any other violent offense, including, but not limited



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to, kidnapping, rape or any sexual offense, nor has Volunteer ever been ordered by a court to receive psychiatric or psychological treatment in connection with such crime(s).

## 6. Photo Release

Volunteer grants to RTFH the absolute and irrevocable right and unrestricted permission, for any purpose whatsoever and without further notice or further consent or authorization from Volunteer to use, reproduce, broadcast, telecast, announce, publish, present and display Volunteer's name, likeness, features, voice, manual language expressions, identity, resemblance, quotations or photographs, whether alone or in combination, and whether contained or depicted in any photographs, pictures, video, television, digital motion and other electronic media images or other recorded materials of Volunteer or in which Volunteer may be included with others, either still or moving, live or delayed, or otherwise including any written quotes of information that Volunteer readily shared with interviewers; and to copyright same and use individually or in any and all media now and in the future for illustration, promotion, art, editorial, advertising and trade or any other purpose and to use my name in conjunction with the above.

Volunteer agrees that Volunteer is entitled to no compensation for any such use of such name, likeness, features, voice, identity, resemblance, quotations or photographs other than what may have already been given to 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 all other applicable laws, rules and regulations wherever found and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Jurisdiction and venue for any actions with respect to this Release shall only be had in a tribunal of competent jurisdiction in San Diego County, State of California. Volunteer agrees that any controversy or claim arising out of or relating to Activities between the Volunteer and RTFH shall be settled by arbitration conducted in San Diego County, State of California. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be fully enforceable. It is Volunteer's express intent that this Agreement shall bind Volunteer, the members of Volunteer's family and spouse (if any), estate, heirs, administrators, assigns or personal representatives.

## 8. Acknowledgement of Reading and Understanding Release and Waiver of Liability

Volunteer specifically acknowledges that volunteer personally read the previous paragraphs and knows, understands and appreciates the risks that are inherent in the activities volunteer will undertake as a RTFH volunteer. Volunteer understands that volunteer is permanently giving up substantial rights, including, but not limited to, rights to sue. Volunteer hereby asserts that participation in the activities is voluntary and knowingly assumes all such risks.

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Volunteer Name Printed

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Volunteer Signature

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Date