



## **Regional Task Force on Homelessness (RTFH)**

### **Minor as Volunteer Release and Waiver of Liability- 2027**

The following document is a waiver of liability that must be signed by the parent or legal guardian of a minor person under the age of 18 years old who is planning to volunteer with the Regional Task Force on Homelessness in the 2027 Point-in-Time Count.

I, the legal guardian hereby freely and voluntarily, execute this waiver of liability under the following terms:

The minor 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 they are choosing to participate in the activities and are 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**

The legal guardian of the minor 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**

The guardian of the 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. Guardian and 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**

The guardian and minor specifically understands and agrees that the Activities include work and other activities that may be hazardous to the Volunteer. As the guardian for the said minor, I 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 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 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).

#### **5. Photo Release**

As the guardian of said minor I grant and convey unto RTFH all right, title, and interest in all photographic images and video or audio recordings made during the minor's work with the Point-in-Time Count.

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.



6. 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.

Name of Legal Guardian\_\_\_\_\_

Name of dependent/minor\_\_\_\_\_

Signature of Legal Guardian\_\_\_\_\_

Signature of Minor\_\_\_\_\_

Date\_\_\_\_\_

Emergency Contact Name\_\_\_\_\_

Phone number\_\_\_\_\_