

PLEASE READ CAREFULLY.  
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

**VOLUNTEER RELEASE AND WAIVER OF LIABILITY**

This Release and Waiver of Liability (the "Release") executed today by the Parent or Guardian of a High School Community Service Volunteer (Volunteer) in favor of Goodwill Industries of Orange County, CA, California State University, Fullerton, The Faley Family and the DeSantis Management Group (Collectively – THE EVENT COORDINATORS)

The Volunteer desires to participate as a volunteer at the 2017 Goodwill of Orange County Faley Special Games and engage in activities related to being a volunteer (the "Activities"). The Volunteer understands that the activities may include participating in outdoors sporting events. The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver.** Volunteer does hereby release and forever discharge and hold harmless THE EVENT COORDINATORS 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 Volunteer's Activities with 2017 Goodwill of Orange County Faley Special Games.

Volunteer understands that this Release discharges THE EVENT COORDINATORS from any liability or claim that the Volunteer may have against THE EVENT COORDINATORS with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with 2017 Goodwill of Orange County Faley Special Games, whether caused by the negligence of THE EVENT COORDINATORS or their officers, directors, employees, or agents or otherwise. Volunteer also understands that THE EVENT COORDINATORS does not assume any responsibility for nor obligation to provide financial assistance or other assistance, including but not limited to medical, health, disability insurance, and workers' compensation in the event of injury or illness.

**Medical Treatment.** Volunteer does hereby release and forever discharge THE EVENT COORDINATORS 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 THE EVENT COORDINATORS or with the decision by any representative or agent of THE EVENT COORDINATORS to exercise the power to consent to medical or dental treatment.

**Assumption of Risk.** Volunteer understands that the Activities may be hazardous to the Volunteer such as various sports activities. Volunteer agrees to participate with full knowledge of the dangers and potential injuries that could be involved. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases THE EVENT COORDINATORS from all liability for injury, illness, death, or property damage resulting from the Activities and/or Volunteer's negligence. Volunteer also agrees to indemnify THE EVENT COORDINATORS for any injury they cause another.

**Insurance.** Volunteer understands that, except as otherwise agreed to by THE EVENT COORDINATORS in writing; THE EVENT COORDINATORS do not carry or maintain health, medical, or disability coverage for any Volunteer. THE EVENT COORDINATORS maintains commercial general liability insurance, which may or may not apply to specific circumstances. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

**Photographic Release.** Volunteer does hereby grant and convey unto THE EVENT COORDINATORS all rights, title, and interest in any and all photographic images and video or audio recordings made by THE EVENT COORDINATORS during the Volunteer's Activities with Goodwill of Orange County Faley Special Games, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**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 the laws of the State of California. Volunteer agrees that if there is any dispute with THE EVENT COORDINATORS, it will be resolved by binding arbitration in the State of California, based upon the rules of the American Arbitration Association and California law. 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 shall continue to be enforceable.

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

Name of Volunteer: \_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_  
**Signature of Volunteer or if under 18 Parent/Guardian**

\_\_\_\_\_  
**Print Name of Volunteer or Parent/Guardian**

\_\_\_\_\_  
**Emergency Contact Name and Phone Number**

\_\_\_\_\_  
**Date**