

## 2023 Volunteer Waiver of Liability

League to Save Lake Tahoe 2608 Lake Tahoe Blvd, South Lake Tahoe, CA 96150 530.541.5388

Thank you for volunteering with the League to Save Lake Tahoe. We greatly appreciate your assistance and commitment to Keep Tahoe Blue. Our insurance policy requires that we have accurate records of all volunteers.

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ, UNDERSTAND, AND ACCEPT THESE TERMS.

Staff from the League to Save Lake Tahoe may not be present at all volunteer events. It is the responsibility of each volunteer to exercise safety precautions and participate in League activities at your own risk.

This Release and Waiver of Liability (the "Release") applies to all persons providing volunteer service for the League to Save Lake Tahoe ("Volunteers"). This Release must be signed by all adult Volunteers (18 years of age and older) and by a parent or legal (court appointed) guardian (the "Parent") of any Volunteer who is a minor under 18 years of age.

In consideration of being allowed to participate in any and all volunteer activities for the League to Save Lake Tahoe (the "League"), I, an adult Volunteer or Parent of a Volunteer who is a minor (for myself and on behalf of the minor), hereby freely, voluntarily, and without duress execute this Release under the following terms:

I AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND the League to Save Lake Tahoe against all claims, causes of action, damages, judgments, cost and/or expense, including attorney's fees and other costs, which may in any way arise from my participation in the Activity or my use of, or presence at, any property or facility used by the League. I FURTHER REPRESENT AND WARRANT that I am not currently experiencing symptoms of a Coronavirus or other communicable disease, including, but not limited to COVID-19, e.g. fever, shortness of breath, cough, etc., that I am not suspected of having COVID-19 or any other communicable disease, and that I have not been recently diagnosed with COVID-19 or any other communicable disease, and that to my knowledge I am not likely to infect any one by my participation in the Activity.

- 1. ACTIVITIES. As a Volunteer or Parent of a minor Volunteer, I acknowledge that I, and/or my child(ren) or legal ward(s) will be involved in, or exposed to, activities that may involve significant risk. I understand that the these activities may include, but are not limited to: picking up trash and waste on beaches; participating in habitat restoration efforts; monitoring water quality; surveying field sites; working on beaches, in forests, and in neighborhoods; using tools and equipment; transportation to and from field sites; participating in special events; and working at the League offices (the "Activities"). I further understand that I, and/or my child(ren) or legal ward(s) will not be paid for the Activities or for any volunteer service and that participation in the Activities may be terminated at any time by the League.
- 2. ASSUMPTION OF RISK. I, ON MY OWN BEHALF OR ON BEHALF OF MY MINOR CHILD(REN) OR WARD(S), HEREBY EXPRESSLY AND SPECIFICALLY ASSUME THE RISK OF INJURY OR HARM FROM PARTICIPATING IN THE ACTIVITIES AND ALL VOLUNTEER SERVICE WITH THE LEAGUE. I UNDERSTAND AND ACKNOWLEDGE THAT VOLUNTEERING FOR THE LEAGUE AND/OR PARTICIPATING IN THE ACTIVITIES MAY INCLUDE WORK THAT IS HAZARDOUS AND THAT VOLUNTEERS CAN SUFFER PROPERTY LOSS OR DAMAGE, SERIOUS INJURY, OR DEATH. I UNDERSTAND AND ACKNOWLEDGE THAT I AM RESPONSIBLE FOR FOLLOWING THE LEAGUE'S RULES AND THE INSTRUCTIONS OF LEAGUE STAFF. IF THE VOLUNTEER IS A MINOR, I CERTIFY THAT I HAVE DESCRIBED THESE RISKS TO THE MINOR, THEY UNDERSTAND THESE RISKS, AND THEY WISH TO PARTICIPATE NONETHELESS.
- 3. RELEASE AND WAIVER. I, ON MY OWN BEHALF OR ON BEHALF OF MY MINOR CHILD(REN) OR WARD(S), RELEASE AND FOREVER DISCHARGE AND HOLD HARM-LESS THE LEAGUE, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "LEAGUE PARTIES") 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 PARTICIPATING IN THE ACTIVITIES OR VOLUNTEERING IN ANY CAPACITY FOR THE LEAGUE. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I WAIVE MY RIGHT, OR THAT OF MY CHILD(REN) OR WARD(S), TO BRING A COURT OR OTHER ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR ANY INJURY TO MYSELF, MY CHILD(REN) OR WARD(S), OR MY PROPERTY OR FOR MY DEATH OR THAT OF MY CHILD(REN) OR WARD(S), HOWEVER CAUSED, ARISING OUT OF MY OR MY CHILD(REN) OR WARD(S')'S PARTICIPATION IN VOLUNTEER ACTIVITIES FOR THE LEAGUE. THIS RELEASE DISCHARGES THE LEAGUE PARTIES FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE LEAGUE WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE THAT MAY RESULT FROM MY OR MY MINOR CHILD(REN) OR WARD(S')'S ACTIVITIES WITH THE LEAGUE, WHETHER CAUSED BY THE NEGLIGENCE OF THE LEAGUE OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OR OTHERWISE. I FURTHER UNDERSTAND THAT THE LEAGUE DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO WORKERS COMPENSATION BENEFITS, OR ANY MEDICAL, HEALTH OR DISABILITY INSURANCE IN THE EVENT OF INJURY OR ILLNESS.
- 4. MEDICAL TREATMENT. I, on my own behalf or on behalf of my minor child(ren) or ward(s), do hereby release and forever discharge the League 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 League.
- 5. INSURANCE. I certify that I have adequate insurance to cover any injury or damage I or my minor child(ren) or ward(s) may suffer or cause to others while participating in any activities and I agree to bear the costs of such injuries or damage. I understand and acknowledge that, except as otherwise agreed to by the League in writing, the League does not carry or maintain health, medical or disability insurance coverage for any Volunteer, and that each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.
- 6. PHOTOGRAPHIC RELEASE. I, as an adult Volunteer, or as the Parent of a minor Volunteer, hereby grant and convey unto the League all rights, title, and interest in any and all photographic images and video or audio recordings made by the League during my or my child(ren)'s or minor ward(s')'s activity with the League, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 7. VENUE. I agree to the sole and exclusive venue of the County of El Dorado, California. I further agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that the substantive law of California shall apply without regard to any conflict of law rules. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.



The participant fields below will be presented to each participant filling out your waiver. If there is an adult and minor(s) participating in your activity, each will be asked to fill out the questions below.

- If you are over 18, with no minors participating, complete SECTION A.
- If you are **over 18 and participating with minors**, complete SECTION A and C.
- If you are under 18, complete SECTION A and B.

I am over 18 years or under 18 years									
Volunteer First Name									
Volunteer Last Name									
Mailing Address (not physical address)									
City	State			Zi <sub>l</sub>	p				
Phone		Check		if you do	not w	ant to r	eceive i	mail t	to you
(parent/guardian if you are under 18)		manu	<i>70 x</i>						
Email									
(parent/guardian if you are under 18) By providing my email address, you are agreeing to receive exclusive and tips on how I can Keep Tahoe Blue.	e informa	ation o	n the L	League's	events	s, the la	test Tai	hoe n	iews,
Participant Signature	Da	ate					] /[		
In case of emergency, please contact:									
First Name									
Last Name									
Phone									
SECTION B If the volunteer named above is under 18, the parent/guardian of the household	d must į	pleas	se cor	mplete	the	follow	ving:		
Parent/Guardian First Name									
Parent/Guardian Last Name									
Parent/Guardian Signature Dat	te								
SECTION C Parent/Guardian with young children volunteers that live in the same household fill	out sec	tion <i>F</i>	A and	please	com	plete	the fo	llow	/ing:
Vol. First & Last Name	D	ОВ					]/[		
Vol. First & Last Name	D	ОВ					]/[		
Vol. First & Last Name	D	ОВ					]/[		
Vol. First & Last Name	D	ОВ					]/[		
Vol. First & Last Name	D	ОВ					]/[		
Parent/Guardian are you participating today? ☐ Yes ☐ No									
Parent/Guardian Signature	Da	ate					]/[		