

Berkeley Rotary VOLUNTEER AGREEMENT AND RELEASE POLICY – 2019/2020

This constitutes the agreement as a volunteer and the understanding of your working relationship as a volunteer with the Rotary Club or Clubs, Rotary International, (collectively and individually hereinafter called “Sponsor” or “Sponsors”).

I acknowledge and state the following:

VOLUNTARY: I have chosen to perform volunteer work in this project (“Project”)

AGE: I am at least 18 years old.

RISKS & INJURY: I understand this work entails a risk of physical injury and involves physical labor, lifting and other strenuous activity; that some of these activities will take place in the out of doors; that the areas I will work in and near may contain debris and materials of unknown origin and may be hazardous to my health; and that I will be working closely with others which may result in accident or injury caused by another participant in Sponsor's activities. I certify that I am in good health and physically able to perform this type of work. I agree to cooperate and abide by any health, safety and security protective measures that are suggested or required of me on the work site.

I understand that engaging in this activity involves certain risks, not all of which are foreseen. I am engaging in this Project at my own risk. I assume all risk and responsibility for any damage or injury to my property or any personal injury, which I may sustain while involved in this project, and related medical costs and expenses.

If I suffer any accident or injury, I authorize any other participant in Sponsor's activities to administer first aid, treatment or service to assist me. I understand that the aid, treatment or service will be provided at my sole risk without any liability or risk to Sponsor or the aid provider. I UNDERSTAND THAT IF I AM INJURED IN THE COURSE OF THE PROJECT, THAT I AM NOT COVERED BY THE WORKERS' COMPENSATION PROGRAM OF THE SPONSOR.

In the event that I am participating in the activities of Sponsor through my participation with another group or other organization, I understand that Sponsor has no affiliation with the other organization other than joint participation in Sponsor's activities. As consideration for participating in the Project, I hereby agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue the Sponsors, Berkeley Rotary, other Rotary clubs contributing and participating, Rotary International or their employees, agents or contractors for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any of their officers, employees, agents, or contractors as a result of my participation in the Project.

I HEREBY RELEASE AND DISCHARGE THE SPONSORS, AND THEIR OFFICERS EMPLOYEES, AGENTS AND CONTRACTORS FROM ALL ACTIONS, CLAIMS, OR DEMANDS THAT I, MY HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES NOW HAVE OR MAY HAVE IN THE FUTURE FOR NEGLIGENT INJURY OR DAMAGE RESULTING FROM MY PARTICIPATION IN THE PROJECT.

PHOTOGRAPHY: I understand that Sponsor or other persons or entities may take photographs or create video or audio recordings of my activities with Sponsor. I consent to that and I grant and convey to the Sponsors in perpetuity all right, title and interest to any such photographs or recordings without royalty. Rotary uses this information on its website, in its print and electronic publications and in social media to promote Rotary. Rotary retains this information for historical and research purposes. I grant Rotary, free of charge, a perpetual and irrevocable right to use, copy, display, modify, distribute, publish, and license use of these recordings and your image and voice, for official Rotary business in connection with the event.