

RELEASE, CONSENT, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT FOR VOLUNTEERING WITH THE COUNTY OF SANTA CRUZ PARKS DEPARTMENT
("AGREEMENT")

**THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. YOU SHOULD REVIEW THIS
DOCUMENT COMPLETELY BEFORE SIGNING IT.**

IN CONSIDERATION for being permitted to participate as a volunteer for the County of Santa Cruz ("County") Parks Department ("Volunteer") I, for myself, for my personal representatives, assigns, agents, heirs, and next of kin:

ACKNOWLEDGE, agree, and represent that I understand the nature and risks of the activities I will undertake as a Volunteer. I further agree and warrant that if at any time I believe conditions to be unsafe for myself or others, I will immediately discontinue participating as a Volunteer and notify employees of the County as soon as possible.

I FULLY UNDERSTAND, ACCEPT, AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation, performance, and/or activities as a Volunteer.

I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the County of Santa Cruz, its Board of Supervisors, the County of Santa Cruz Parks Department, and all of their respective administrators, directors, agents, officers, members, volunteers, attorneys, employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Volunteer activities take place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES", THIRD PARTIES, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorneys' fees, loss, liability, damages, or costs which may incur as the result of such claim(s).

I AGREE TO SAVE AND HOLD HARMLESS AND INDEMNIFY THE RELEASEES AND EACH OF THEM a) from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation, performance, and/or activities related to being a Volunteer; and b) from any and all claims, demands, actions and costs which might arise out of my participating in the Volunteer program, even though such claims, demands, actions and costs which might arise out of my participating as a Volunteer, even though such claims, demands, actions and costs may have been caused by the negligence of the Releasees.

I FURTHER CONSENT THAT the County has my express permission do to a background check on me before I am permitted to participate as a Volunteer for the County and I HEREBY FURTHER CONSENT

AND ACKNOWLEDGE that the results of the background check may preclude me from participating as a Volunteer for the County.

The County submits, and I RECOGNIZE AND AGREE, that the County complies with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964 and that no person who seeks to be a Volunteer with the County shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT.

I UNDERSTAND AND ACKNOWLEDGE that activities involving physical agility, physical activity, physical contact, hiking, running, and other Parks related activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate. I do hereby expressly and voluntarily assume any and all risks of death and/or personal injury, which may be sustained while participating as a Volunteer in these activities including the risk of passive or active negligence of the RELEASEES, or latent or hidden or obvious defects in the premises or equipment used.

I ACKNOWLEDGE AND AGREE that Parks may terminate my volunteer service at any time, without notice and without cause.

I AGREE TO COOPERATE WITH ANY SUPERVISOR, MANAGER, OR EMPLOYEE OF PARKS AND/OR THE COUNTY.

I FURTHER RECOGNIZE AND AGREE THAT no relationship of employer and employee between myself and the County is created by this AGREEMENT or through my actions and/or participation as a Volunteer. This AGREEMENT is not intended to and shall not be construed to create the relationship between myself and the County of agent, servant, employee, partnership, joint venture, or association. Nothing in this section or AGREEMENT shall limit the subrogation or indemnification rights Santa Cruz County.

I FURTHER UNDERSTAND AND RECOGNIZE THAT THE COUNTY IS A DRUG FREE WORKPLACE AND ENVIRONMENT: I agree that I shall comply with the County's policy of maintaining a drug free workplace and environment. I shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility, on any County property, or at a County work site. If I am convicted or plead nolo contendere to a criminal drug statute violation occurring at a County facility, property, or work site, I shall, within five days thereafter, notify the head of the County Parks Department. I recognize and agree that a violation of this provision shall constitute a material breach of this AGREEMENT and result in my termination as a Volunteer.

Restrictions on Use of Santa Cruz County Property ("County Property"): I shall not use the County Property for any activities that are not expressly permitted or by other written authorization of the County. This shall include yourself, any of your affiliates and/or any of your agents, employees, invitees,

guests, contractors, or subcontractors, and their employees. By way of example only and without limitation, the following uses of the County Property are prohibited:

- a. You shall not construct or place any permanent structures, signs or improvements on the County Property, nor shall you alter any existing structures, signs or improvements on the County Property.
- b. You shall not conduct any unauthorized activities and/or illegal activities on or about the County Property nor conduct any activities that constitute waste or nuisance.
- c. You shall not damage County's real or personal property.
- d. You shall not cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the County Property, or transported to or from the County Property or any other real or personal property of the County.
- e. You shall abide by all instructions from County personnel.

A failure to meet these terms and conditions may result in a revocation of your permission to be on County Property, to serve as a Volunteer, and any other actions as permitted by law.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I FURTHER AGREE TO ABIDE BY ALL PARK AND COUNTY POLICIES AND GUIDELINES AND EVERYTHING SET FORTH IN THIS AGREEMENT.

PRINTED NAME OF PARTICIPANT: _____

SIGNATURE OF PARTICIPANT: _____

SIGNATURE OF LEGAL GUARDIAN OF PARTICIPANT (IF REQUIRED): _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT NUMBER: _____