

VOLUNTEER AGREEMENT AND RELEASE FROM LIABILITY

1. I, _____, agree to work for the City of Berkeley (“City”) as a
(print name)
volunteer on the Adopt-a-Storm Drain (“Project”) for the Department of Public Works.
2. As a volunteer, I understand that I control the dates and times when I do the work, and that the City is not responsible for scheduling my volunteer work.
3. I am aware that participation as a volunteer on the Project may require periods of standing, lifting and carrying up to 40 pounds, and will require the exercise of reasonable care to avoid injury such as when walking on uneven and potentially slippery surfaces, riding in City owned and operated vehicles, crossing streets, working near automobile traffic, using hand tools, other miscellaneous activities needed for cleaning storm drains, gutters, sidewalks and areas around cars parked on the street. These activities may occur in all weather conditions and may involve working at night. I am voluntarily participating in this activity with knowledge of the hazards and potential dangers involved and agree to accept any and all risks of personal injury and property damage.
4. The City has my permission to use any photos or videos taken during my volunteer activities in order to promote the City, its programs, or events.
5. 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 City or its employees, agents or contractors for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any of its officers, employees, agents, or contractors of the City as a result of my participation in the Project. **I HEREBY RELEASE AND DISCHARGE THE CITY, AND ITS 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 INJURY OR DAMAGE RESULTING FROM MY PARTICIPATION IN THE PROJECT.**
6. **I UNDERSTAND THAT IF I AM INJURED IN THE COURSE OF THE PROJECT, THAT I AM NOT COVERED BY THE CITY OF BERKELEY WORKERS’ COMPENSATION PROGRAM.** I authorize the City to seek on my behalf emergency medical treatment in case of injury, accident or illness to me arising from my involvement in the Project. I understand that I will be responsible for medical costs incurred by such accident, illness or injury.
7. I understand that the materials and tools provided by the City are and remain the property of the City, and I agree to return these tools and any remaining materials to the City at the end of my volunteer services.

8. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND SIGN IT OF MY OWN FREE WILL.

Date: _____

PARTICIPANT SIGNATURE

If participant is under 18 years of age, parent or guardian must read and sign the following:

This release, its significance, and assumption of risk have been explained to and are understood by the minor.

Date: _____

SIGNATURE OF PARENT OR GUARDIAN

Address

Phone Number/ Email

Location(s) of Drain(s) to be Adopted