

Santa Clara County Parks Release & Waiver (Short-term Adult Volunteer)

Event or Activity Title/Description
Date(s)
Park Location
<p>I hereby volunteer my services as a County Parks Volunteer for the duties associated with the event/activity listed above. I hereby certify that all statements made on this application are true and complete. In consideration for being allowed to participate as a volunteer for the County of Santa Clara and/or being permitted to enter and use Park facilities, "I/we" (which as referenced herein collectively and individually means me and my assignees, relatives, dependents, agents, heirs, guardians, guests, invitees, co-occupants, and legal representatives) hereby certify, warrant, acknowledge, declare, agree and represent that:</p> <ol style="list-style-type: none"> 1. <u>Consent:</u> I voluntarily applied and agree to participate and assist in County programs and activities as a volunteer, and I am legally competent to and capable of agreement to all the terms and conditions contained herein and legally competent and capable of entering into and signing any forms or agreements requested of me on my own behalf and on behalf of those I represent without any requisite authority or approval first having been obtained from, through, or by any other person, trust, or entity. 2. <u>Release, Waiver, Assumption of Risk:</u> I specifically acknowledge that I am engaging in County activities or programs as a volunteer, at my own request and risk, and not as a Santa Clara County employee, agent, or contractor, nor will I make any such claim that I am a Santa Clara County employee, agent, or contractor. I acknowledge, accept and understand that the risks, hazards and dangers associated with my volunteering may be caused by unforeseen events or circumstances; known risks, hazards or other dangers; adverse weather or difficult or extreme terrain; or, by the action, inaction or negligence of other people or by me. <p style="text-align: center;">I HAVE CAREFULLY READ THESE TERMS, CONDITIONS, RELEASE, WAIVER OF CLAIMS AND ASSUMPTION OF ALL RISKS (THE "TERMS") AND FULLY UNDERSTAND ITS CONTENTS WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I HEREBY CERTIFY AND AGREE THAT I ACCEPT AND ASSUME THESE RISKS (INCLUDING BUT NOT LIMITED TO THE RISK OF DEATH, DISABILITY, DISMEMBERMENT, PARALYSIS, INJURY AND PROPERTY DAMAGE) AND DO SO OF MY OWN FREE WILL AND WITHOUT INDUCEMENT, FORCE, OR THREAT.</p> <p style="text-align: center;">PLEASE INITIAL: { }</p> <ol style="list-style-type: none"> 3. <u>Covenant:</u> In consideration for my being permitted to participate in County programs or activities as a volunteer, I hereby certify, declare, represent, warrant and acknowledge, on behalf of myself and my assignees, relatives, dependents, agents, heirs, guardians, guests, invitees, co-occupants, and legal representatives, that I desire to and do hereby COVENANT NOT TO SUE, AND FOREVER RELEASE, WAIVE AND DISCHARGE ALL CLAIMS AGAINST (collectively "Release"), the County of Santa Clara and the County of Santa Clara's affiliated organizations, officers, employees, agents and representatives (collectively, the "Released Parties") from and for any and all financial and other responsibility and liability for any and all personal injury (including death), losses, property damage, other injuries, damages, costs or expenses (the "Claims") I or others may or do incur or suffer as a result of my involvement in any County programs or activities as a volunteer, even when resulting from the negligence, actions, or inactions of the County of Santa Clara, or any of the Released Parties. This Release does not apply to Claims that are directly caused by the sole gross negligence or willful misconduct of the County of Santa Clara or directly caused by the sole gross negligence or willful misconduct of any of the Released Parties. 4. <u>Waiver of Section 1542:</u> I fully understand, accept and acknowledge that I may have rights under California Civil Code § 1542 which reads as follows: <ul style="list-style-type: none"> • A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. <p>I certify, declare, represent, acknowledge, and agree that I expressly waive any and all rights conferred under Civil Code section 1542, as well as any similar law of any local, state, or territory of the United States.</p> <p style="text-align: center;">PLEASE INITIAL: { }</p> 5. <u>Indemnity:</u> Excluding any Liabilities that are directly caused by the sole gross negligence or willful misconduct of County of Santa Clara or any of the Released Parties, I shall indemnify, defend, save and hold harmless County of Santa Clara and each of the Released Parties from, for, and against any and all Claims, causes of action, risks, lawsuits, losses, allegations, injuries, illness, death,



damages and liabilities (including but not limited to litigation costs and attorneys' fees) (collectively, the "Liabilities") occasioned by, relating to, or resulting from, wholly or in part, directly or indirectly my acts or omissions, and/or the acts or omissions of my assignees, relatives, dependents, agents, heirs, guardians, guests, invitees, co-occupants, legal representatives, or other persons.

6. **Binding Effect:** It is understood and agreed that the Terms are binding on me and my assignees, relatives, dependents, agents, heirs, guardians, guests, invitees, co-occupants, and legal representatives and are intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of these Terms are held invalid, I agree, accept and understand that the balance shall, notwithstanding, continue in full legal force and effect.
7. **Complete Understanding:** I certify, affirm and acknowledge that, under penalty of perjury, I have read, understand and agree to be bound by these terms and conditions.
8. **Relationship:** Nothing I do as a volunteer shall be deemed or construed to render, nor does it render, the County of Santa Clara and me as joint ventures, representatives, partners, agents, a joint enterprise, employer-employee, landlord-tenant, or lender-borrower. I will not under any circumstances represent or hold myself out as an employee, agent, or representative of the County of Santa Clara.
9. **Criminal History, Health:** I have no criminal convictions, am not currently under indictment or prosecution for any offense and am not wanted for questioning or arrest by any law enforcement or government agency; and, I am of sufficient physical and mental condition to engage in the activities and programs requested of me as a volunteer. I hereby consent to and authorize the administration of all emergency medical treatment deemed necessary by County staff, or its agents and general medical services rendered, or assisted by County staff for the person(s) named in this instrument.
10. **Background Check:** I hereby authorize representatives of Santa Clara County or its agents to perform a background check on me.
11. **Consequences of not providing all or any part of the requested information:** I understand that placement as a County Park Volunteer will not occur if I do not provide all or any part of the information specified herein.
12. **Disclosure of All Health Conditions:** I have disclosed all potential health and physical conditions that have the potential to impact my ability to perform the volunteer services and will disclose any new potential health and physical conditions that have the potential to impact my ability to perform prior to engaging in any volunteer services. I will refrain from performing such volunteer activities if there is the potential that it might impact my health or physical condition.
13. **No Harassment; No Discrimination:** The County of Santa Clara has a zero-tolerance policy with regard to harassment and discrimination in the workplace. Employees, volunteers, vendors, visitors and others are protected from and shall refrain from engaging in sexual harassment, harassment and retaliation of any kind, and discrimination related to civil rights protections. I acknowledge, agree, and understand that I shall abide by the standards set forth in these Terms; local, state, and federal laws; and, County policies relating to sexual harassment, harassment, and discrimination. For more information regarding the County's policies please refer to the policies on Sexual Harassment, the County Policy against Discrimination, Harassment and Retaliation, or visit the Equal Opportunity Division website at <https://www.sccgov.org/sites/eod/Pages/home.aspx> or call them directly at (408) 299-5865.
14. **Policies and Regulations:** I agree to comply with all the Terms, and all County policies, regulations, directives, and instructions, and to conduct myself in a professional manner, consistent with the same standards as established for County employees.
15. **No Compensation:** I understand that I will not be compensated for any work performed as a volunteer, other than for reimbursement of pre-approved necessary and allowable expenses authorized in accordance with County rules and procedures.
16. **Rights, Titles, and Interest:** I understand and agree that all rights, title and interest, including copyright, in and to any and all materials, documents, creative work, art, photographs, data, programming and other information, created by me as a volunteer belong to the County upon creation and shall continue in the County's exclusive ownership in perpetuity.
17. **Worker's Compensation:** I understand and acknowledge that the County does not provide insurance coverage or worker's compensation for the volunteer activities encompassed by this agreement. As a volunteer, I will not be eligible for workers compensation benefits. In the event I am injured while performing authorized volunteer duties, I understand that I may be eligible for limited medical cost reimbursement provided by the County up to a limit of \$5,000 if I do not have sufficient insurance to cover medical costs for treatment of such an injury.
18. **Photographic Release:** I grant to Santa Clara County the perpetual, unlimited, royalty-free, non-revocable right to use any and all photographic, digital, and electronic images and video or audio recordings of me/my child that are made by Santa Clara County or its representatives during my/my child's service with Santa Clara County, including royalties, proceeds, or other benefits from use of the photographs or recordings.
19. **Waste:** I will conduct any and all activities so as to avoid and prevent waste, nuisance, or unreasonable annoyance to the County of Santa Clara, to County property, to other park visitors or users, or to neighboring properties.
20. **No Alcohol; No Smoking:** I understand and accept that the sale, distribution, promotion, advertising, or use of any type of alcohol is strictly prohibited and I will comply with this standard while in, on, or around County property or facilities. I will not smoke on, in, or around County property or facilities.
21. **Obey All Laws; Professionalism:** I will obey all laws at all times, including but not limited to County ordinances, policies, procedures, and guidelines, and all other local, state, and federal laws. I will at all times conduct myself in a professional, courteous, and respectful manner.



- 22. Jurisdiction; Venue:** I acknowledge and agree that these Terms shall be construed and enforced in accordance with the laws of the State of California and proper venue for legal action regarding these Terms or any of my volunteer activities or services shall be in the County of Santa Clara, State of California.
- 23. VOLUNTEER CLEARANCE VERIFICATION AND COMPLIANCE WITH THE CHILD ABUSE AND NEGLECT REPORTING ACT:** I understand and acknowledge that my activities may involve interaction with or occur in or around minors or other vulnerable populations and as such I acknowledge, agree and accept that at any time deemed appropriate by the County of Santa Clara, I may be asked to leave County property or facilities, in which case I will fully comply and do so promptly. I represent, warrant, acknowledge, covenant and agree to comply with all of the following:
- If a volunteer provides services involving minors, works with minors, or has supervisory or disciplinary authority over minors, then County will conduct a criminal background check of the volunteer through the database of the California Department of Justice, as well as an FBI criminal database background check.
 - All such volunteers shall also comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et. seq. Additionally, as a volunteer I certify under penalty of perjury, to comply with all of the following:
 - I shall not at any time be in any position with supervisory or disciplinary authority over minors, if I have been convicted of any offense identified in California Public Resources Code Section 5164
 - If I have any supervisory or disciplinary authority over a minor or minors, I am at least 18 years of age or older.
 - If I have supervisory or disciplinary authority over a minor or minors, before starting any such work or activity, I shall (1) first complete and pass an appropriate background check, including fingerprints and (2) actively seek and obtain annual updates on these requirements, including the obligation to report suspected child abuse.
 - If I may have contact with children or may provide food concessionaire services or other licensed concessionaire services, I shall first comply with the TB testing requirements set forth in Section 5163 of the California Public Resources Code and shall provide the County evidence verifying that I have a negative TB skin test reading less than 2 (two) years old (if newly hired) or within 4 (four) years (if current volunteer) of the start of volunteer services or activities, and every 4 years thereafter. If I have a positive TB skin test reading, I will obtain a physician's medical clearance prior to providing volunteer services or activities. County will keep on file each "Certificate" of clearance for the persons described above. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.
 - As a volunteer working in or around minors, I understand that if services are rendered on a school site, there may be additional requirements that may apply including without limitation, requirements under the California Education Code.
 - As a volunteer working in or around minors, I acknowledge that it is my sole responsibility to comply with all applicable laws, regulations and licensing requirements that apply to me.

Voluntary Participation: I hereby certify that the statements on this form are true and correct. Depending on the nature of volunteer activities, fingerprinting, and/or background check may be required. This form is valid for one year from signature.

Applicant's Name

Applicant's Signature

Date