

## Addendum G

### Volunteer Waiver Form 2018-2019 School Year

#### Permittee's Responsibilities:

**Permittee shall cause all volunteers to execute the damage waiver and hold harmless agreement, attached and incorporated herein as Addendum G – Volunteer Waiver Form. Permittee shall maintain the waiver forms for one year after the expiration of this Permit, and produce such forms upon the District's request.**

AGREEMENT AND RELEASE OF LIABILITY BETWEEN \_\_\_\_\_ (insert full name of volunteer) AND THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT FOR PARTICIPATION IN THE ACTIVITIES DESCRIBED IN **PERMIT NUMBER P1900395** (THE "PROJECT") AT **Asawa, Ruth-San Francisco School of the Arts (SOTA)**

This liability release and hold harmless agreement ("Agreement") is made by and between the San Francisco Unified School District ("District" or "SFUSD") and \_\_\_\_\_ (insert full name of volunteer, hereinafter refer to as "Volunteer" or "Participant"), as an individual.

#### RECITALS

WHEREAS, Participant desires to volunteer his / her time, energy and efforts towards the "Project" at the following SFUSD owned and operated location: Asawa, Ruth-San Francisco School of the Arts (SOTA); and WHEREAS, Participant understands that his / her participation in the Project is inherently dangerous to him / herself, other Participants, and other Participants' property, and the District's property, Participant knowingly and freely assumes the risks inherent in such activity, and further assumes full responsibility, and will hold the District, its officers, employees and agents harmless from any and all claims that may arise against the District related to the Activities, whether or not caused by Participant. NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, PARTICIPANT agrees to the following:

1. All of the recitals above are true and correct and incorporated herein.
2. Participant further understands and agrees that his/her participation in the Project carries with it potential for serious injury, possibly even death, and property loss. The causes of such risks include, but are not limited to, those related to equipment or tool malfunction, unforeseen ground site conditions, negligence of other Participants, and airborne propellants. Participant will provide their own safety equipment, including but not limited to safety glasses and hearing protection. Participant assumes all of the risks of participating in any activities related to the Project.
3. Participant hereby takes action for him/herself, his/her executors, administrators, heirs, next of kin, successors, and assigns as follows: To WAIVE, RELEASE and DISCHARGE the SFUSD, and its officers, employees, and agents from any and all liability, including that caused by Participant or anyone else participating in the Project, for death, disability, personal injury, property damage or actions of any kind that accrue to Participant during participation in the Project; HOLD HARMLESS the District, its officers, employees, and agents from any and all liabilities or claims made by other individuals or entities as a result of participation in the Project.
4. Participant hereby consents to receipt of medical treatment that may be necessary in the event of injury or accident during the Project.
5. Participant agrees to comply with all orders and directions of any officer, site principal/administrator or project manager of the SFUSD.

This Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. The undersigned acknowledge that they have read the foregoing, and are fully aware of the legal consequences of signing the within instrument.

Participant/Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_