

ADULT PARTICIPANT / VOLUNTEER WAIVER, RELEASE, AND INDEMNITY AGREEMENT

Between

and _____

(hereinafter "the PTA Unit")

(hereinafter "the participant/volunteer")

PARTICIPANT WAIVER: I voluntarily agree to participate in PTA Unit sponsored events and activities held during the school year. I recognize that the PTA Unit has not undertaken any duty or responsibility for my safety and I agree to assume the full responsibility for all risk of bodily injury, death, disability, and property damage as a result of participating in the PTA Unit sponsored events and activities. I recognize that these risks will vary based on the event and activity, and understand it is my responsibility to be aware of the risks before participating. I attest and verify that I am mentally and physically fit and able to participate in PTA Unit sponsored events and activities. By my signature below, I hereby state that I understand there are risks involved in participating in PTA Unit sponsored events and activities and willingly and voluntarily accept these risks. By my signature, I hereby surrender any right to seek reimbursement from the California State PTA, including all unit, council, and district PTAs, and all of their officers, directors, members and volunteers for injury sustained and liability incurred during my participation in PTA Unit sponsored events and activities.

VOLUNTEER WAIVER

This section sets forth the responsibilities and understandings of the volunteer and of the PTA Unit regarding volunteer's participation in volunteer programs partially or wholly coordinated by the PTA Unit during the school year.

The volunteer and the PTA Unit agree as follows:

1. The volunteer performs the service of the volunteer's own free will, without promise, expectation, or receipt of remuneration. The volunteer is not an employee or agent of the PTA Unit for any purpose and the volunteer's services are not controlled nor mandated by the PTA Unit.
2. The volunteer understands and agrees that it is possible that the volunteer may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, the volunteer's negligent or intentional acts, or the negligent or intentional acts of others; that while the PTA Unit has taken some steps to reduce the chances of injuries or harm to the volunteer, that the PTA Unit has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the volunteer or the volunteer's property while the volunteer is engaged in volunteer service; and that the volunteer must take full responsibility for himself or herself and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property.
3. The volunteer agrees to waive and release the California State PTA, including all unit, council, and district PTAs, and all of their officers, directors, members, and volunteers from any and all potential claims for injury, illness, damage, or death which the volunteer may have against the PTA Unit that might arise out of the volunteer's service and to hold the PTA Unit harmless there from.
4. The volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the volunteer's negligent or intentional acts during volunteer service, and that to avoid such harm, the volunteer must exercise care and act responsibly in serving others.
5. If any injury or loss to another does occur due to the volunteer's intentional actions or due to volunteer's negligent actions arising outside of the scope of the volunteer's activities, the volunteer must accept the liability for and repair, or make reparations for, the harm done.
6. In projects where the volunteer will be transporting others in a non-PTA Unit owned vehicle, the volunteer will be required to provide proof of automobile insurance in order to participate.
7. Since volunteers are not the PTA Unit employees, the PTA Unit does not provide workers' compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.

I understand that the materials and tools provided by the PTA Unit are and remain the property of the PTA Unit, and I agree to return these tools and any remaining materials to the PTA Unit at the end of my volunteer service.

By signing below, I confirm that I have carefully read this document and fully understand its contents. I am aware that this is a release of liability and signed it of my own free will.

Signature

Date

Printed Name