

HUMANITARIAN ACTION NETWORK, INC.

VOLUNTEER SERVICE AGREEMENT

Volunteer's Name (please print): _____

Humanitarian Action Network, Inc. ("Organization") is a mobile nonprofit organization that provides outreach to men and women experiencing homelessness in Sacramento, California. The Organization's services are provided by volunteers who use their vehicles to reach men and women who are outside and to provide support and supplies to help address their needs as they experience homelessness.

I desire to work as a volunteer for the Organization and engage in the activities related to being a volunteer for the Organization (the "Activities"). I understand that the Activities may include:

- Attending all required orientations and trainings provided by the Organization;
- Performing all Activities while complying with all applicable federal, state and local laws; to include California DMV Codes, and Sacramento City Ordinances;
- Conducting myself in a professional, humble and respectful manner, being sensitive to my interactions with men and women experiencing homelessness;
- Driving my own vehicle as a means of transportation, to, from, and during the Activities;
- Being sent to neighborhoods with high crime or other conditions that may create an unsafe environment in order to further accomplish the mission and goals of the Organization and the Activities; and
- Working with men and women experiencing homelessness who may have mental conditions or be otherwise mentally unstable thereby creating risk of injury to myself.

In consideration of being permitted to participate in the Activities, I hereby freely, voluntarily, and without duress execute this Volunteer Service Agreement (the "Agreement") under the following terms:

1. **Release and Waiver of Liability.** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, hereby release, waive, discharge, and covenant not to sue the Organization, Humanitarian Action Network, Inc., or the respective directors, officers and agents of the Organization, Humanitarian Action Network, Inc. (hereinafter collectively referred to as "Releasees") for any and all liability, without limitations, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activities, including travel to, from, and during the Activities, regardless of whether the injury, damage or death is caused by the negligence or fault of any kind of the Releasees or otherwise.

VOLUNTEER SERVICE AGREEMENT (Waiver of Liability)

NAME: _____

2. **Indemnity.** To the fullest extent permitted by law, I also, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, without limitations, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activities, including travel to, from, and during the Activities, regardless of whether the injury, damage or death is caused by the negligence or fault of any kind of the Releasees or otherwise.

3. **Informed Consent.** I have been informed of and I understand the various aspects of the Activities. I understand that as a volunteer in the Activities I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only Organization's actions, inactions or negligence, but also the actions, inactions or negligence of others, conditions of equipment used, and that there may be other risks not known to me or not reasonably foreseeable at this time.

4. **Assumption of Risks.** I also understand participation in the Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken. I knowingly and voluntarily assume the risk of injury, harm, illness, death or property damage resulting from the Activities, both known and unknown, even if arising from the negligence of Releasees, and assume full responsibility for my participation in the Activities. To help reduce risks, I agree to adhere to all of the Organization's rules, policies, procedures, and guidelines which include, but are not limited to, carrying a functioning cellphone at all times during travel to, from, and during the Activities. I also agree to be accompanied by at least one other volunteer during my participation in the Activities.

5. **Financial Assistance.** I understand that Organization does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, disability or property insurance in the event of injury, illness, death or property damage. I understand that a volunteer position does not constitute an employer-employee relationship with Organization and I serve at the discretion of Organization. I understand I am expected and encouraged to obtain my own medical, health, disability and property insurance coverage.

6. **Photographic Release.** I do hereby grant and convey unto the Organization all right, title, and interest in any and all photographic images and video or audio recordings made by the Organization during my Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

7. **Choice of Law/Severability.** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of California and that this Agreement is intended to be as broad and inclusive as permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

VOLUNTEER SERVICE AGREEMENT (Waiver of Liability)

NAME: _____

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AN INFORMED CONSENT AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE, BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, AND INTEND BY MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I represent and warrant that I am an adult, 18 years or older, or a Parent/Guardian of a minor, and I have read and understand the above provisions, and I freely and knowingly give my consent to the Organization as described herein.

Signature of Volunteer

Date