

VOLUNTEER APPLICATION

City of Murrieta
Community Services Department
41810 Juniper Street
Murrieta, CA 92562

Telephone: (951) 304-PARK (7275)
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www.murrieta.org



Cultivating Inclusion
A Community Farming Project

NAME: _____ AGE/DATE OF BIRTH: _____

PARENT/GUARDIAN: _____

ADDRESS: _____

CITY: _____ ZIP: _____

HOME PHONE: _____ CELL PHONE: _____

E-MAIL ADDRESS: _____

EMERGENCY CONTACT: _____ RELATIONSHIP: _____

EMERGENCY PHONE: _____

- Please contact me regarding further volunteer opportunities.
- I am only interested in volunteering for this specific event: _____

VOLUNTEER SERVICES PROGRAM INDIVIDUAL RELEASE, WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND DECLARATION

In consideration of being permitted to participate in the City of Murrieta's Volunteer Services Program (the "Program") and to use City facilities and/or those facilities not owned by, but made available through the City in conjunction with the Program (collectively referred to herein as "City Facilities"), the undersigned, on behalf of himself or herself, or on behalf of any minors in the legal custody of the undersigned, and on behalf of the undersigned's personal representatives, heirs, assigns and next of kin, agrees to the following:

1. The undersigned hereby releases, waives, discharges and covenants not to sue the City of Murrieta, its officers, agents, employees, volunteers and representatives (collectively "City"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss or theft of personal property, property damage, economic loss or death which may occur as a result of the below named participant's ("Participant") presence during or participation in the Program and/or use of any City Facilities and/or City equipment while participating in the Program, even though that injury or damage may arise out of negligence of the City or out of a dangerous or defective condition of property or equipment of the City. This release extends to the owner of any facility on which Program activities occur. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of City.

2. The undersigned hereby agrees to indemnify and save and hold harmless the City, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of the City or otherwise, relating to the presence of the Participant during or participation by the Participant in the Program and/or the Participant's use of the City Facilities and/or any City equipment in conjunction with the Program. Participant shall have no obligation, however, to defend or indemnify City if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of City.

3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the Program. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the Program, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned Program, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the City or due to a dangerous or defective condition of public property.

4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the Program. The undersigned agrees to expressly release and indemnify the City against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. The undersigned understands and acknowledges that, as a volunteer, they are offering their services of their own free will without any expectation of compensation, benefits, or insurance of any kind from City. Notwithstanding the foregoing, Participant acknowledges that, as a volunteer, Participant is covered under City's workers' compensation plan.

7. The undersigned understands that, to the extent that Participant will be performing services at a county or city or city and county or special district operated park, playground, recreational center, or beach used for recreational purposes, and will be in a position having supervisory or disciplinary authority over any minor, City is authorized and required to obtain certain criminal information in order to determine Participant's eligibility to participate in the Program. Accordingly, pursuant to section 432.7 of the Labor Code and section 5164 of the Public Resources Code, the undersigned certifies and declares that they have not been convicted of any offense listed in paragraph (2) of subsection (a) of section 5164 of the Public Resources Code, attached hereto as Exhibit A. Moreover, the undersigned understands and acknowledges that City is required to screen the Participant pursuant to section 11105.3 of the Penal Code.

The undersigned has read and voluntarily signs this Release, Waiver of Liability, Indemnity Agreement and Declaration, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made. I declare under the penalty of perjury under the laws of the State of California that the above statements are true and correct.

IF UNDER 18 YEARS OF AGE, THE SIGNATURE OF A PARENT OR LEGAL GUARDIAN IS REQUIRED.

If Over 18 Years of Age:

I Have Read And Understand This Release:

Participant (Print Name)

Signed: _____

Date: _____

If Under 18 Years of Age:

Participant: _____
(Print Name)

Date of Birth: _____

I Have Read And Understand This Release:

Parent/Guardian (Print Name)

Signed: _____
Parent/Guardian

Date: _____