



IMMACULATE HEART COMMUNITY VOLUNTEER ACTIVITY RELEASE AND WAIVER OF LIABILITY FORM

I, _____, desire to volunteer to work at La Casa de Maria. I understand and acknowledge that I will be providing my services as a volunteer, and that I will not be compensated in any manner for such service. I further hereby freely, voluntarily, and without duress acknowledge and agree as follows (please initial each clause):

_____ 1. I am aware that La Casa de Maria and its Center for Spiritual Renewal (referred to below as "Facility") (located at 800 El Bosque Road and 888 San Ysidro Lane, collectively referred to as "Site") is undergoing reclamation and construction and that a construction site is a dangerous environment, despite the precautions for safety taken by the Facility and any contractors performing work at the Site.

_____ 2. I understand that some of the activities that I may do (the "Volunteer Activities") may entail activities hazardous to me and/or may involve certain risks, including serious injury or death from environmental conditions, including but not limited to, flooding, mudslides, rockslides, sun exposure, and exposure to dust, debris, sewerage, hazardous waste or other toxic materials. Despite such risks, I choose to participate in the Volunteer Activities.

_____ 3. I hereby expressly and specifically assume the risk of injury or harm in visiting the site and in the Volunteer Activities, and to the fullest extent permitted by law, I hereby release, waive, discharge and covenant not to sue the Immaculate Heart Community ("IHC") or the Facility, and their individual officers, administrators, employees, agents, contractors, and subcontractors acting officially or otherwise, from any and all harm that occurs to myself and/or liability which arises out of my participation in the site tour or activities on site; including, but not limited to, liability for property damage or loss, or bodily, personal or mental injury or illness, including death.

_____ 4. I further agree to hold harmless and indemnify IHC and the Facility against any liability arising from my negligence or otherwise and from damages of any kind as a result of my participation in the Volunteer Activities on the site.

_____ 5. I hereby release and forever discharge the Facility and IHC from any claim whatsoever that arises or may hereafter arise on account of any first aid, medical treatment, or services, or lack thereof, rendered to me in connection with the Volunteer Activities or site visit.

_____ 6. I understand that neither the Facility nor IHC assumes any obligation to provide me with financial or other assistance, including, but not limited to, medical, health, or disability insurance in the event of my injury or illness. I agree that I have my own medical or health insurance coverage.



7. In addition, by participating in the Volunteer Activities, I agree to the following:

_____ a. I will stay together with whatever group I am with and in close proximity to my Volunteer Activities leader or Facility representative.

_____ b. I will follow all directions and instructions of my Volunteer Activities leader or Facility representative.

_____ c. I will not go to places on the site that I have not been cleared to visit.

_____ d. I will not leave the area of my designated Volunteer Activities without the knowledge of my Volunteer Activities leader or Facility representative.

_____ e. I will not remove anything from the site without permission from my Volunteer Activities leader or Facility representative.

_____ f. I will wear appropriate footwear and a protective mask as directed by my Volunteer Activities leader or Facility representative, and understand that I may be asked to leave if my footwear is not adequate or if I refuse to wear a protective mask.

_____ g. I will not seek access to the site at times or for purposes outside of the terms of this release form and waiver as noted below.

_____ 8. I expressly agree that this release is intended to be as broad and as inclusive as permitted by the laws of the State of California. I agree that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.

I have read this Release and Waiver of Liability Form carefully, understand its significance, and voluntarily agree to all of its terms.

The area of the Facility being visited:

On what date(s):

For the purpose of:

VISITOR - Print Name:

Signature:

Date

Immaculate Heart Community Representative

Print Name:

Signature:

Title

Date of Release Completion



Volunteer Application

Name _____ Date _____

Primary Phone _____ Secondary Phone _____

Email _____

Address _____ City/State/Zip _____

Date of Birth (mm/dd/yyyy) _____ Gender _____

Volunteering with a group, organization, or business? _____

EMERGENCY CONTACT

Name _____ Relationship _____

Phone _____

Have you had any felony convictions in the past 7 years? (please circle) YES NO

If yes, please explain fully the nature of offenses, dates, city, state, and disposition

How did you hear about us? _____

Why are you interested in volunteering with the Foodbank? _____

Email Opt-In May we send you occasional announcements and updates? (please circle) YES NO

SMS Opt-In May we send event reminders to your mobile phone? (please circle) YES NO

Carrier charges may apply

PHOTO CONSENT

The Foodbank of Santa Barbara County program activities may be photographed, videotaped, or audio taped for educational, publicity or fundraising purposes. Please indicate if you give permission to appear in videos, photos or audio recordings without compensation (e.g., as part of brochures, slide shows or program websites).

Yes, I give my permission No, I do not give my permission

AGREEMENT AND WAIVER OF LIABILITY

As a volunteer for the Foodbank of Santa Barbara County ("FBSBC"), I understand and agree that:

1. I am performing service of my own free will, without promise, expectation, or receipt of remuneration. I am not an employee or agent of the Foodbank of Santa Barbara County for any purpose and my services are not controlled nor mandated by FBSBC.

Volunteer Application

2. I am volunteering to assist FBSBC in its events and volunteer activities, including, but not limited to, warehouse or office help, packing of food boxes or backpacks, food pantry distribution, food drives, or gleaning programs. I attest that I am physically fit and prepared to perform the tasks assigned to be as a FBSBC volunteer and understand my volunteer service requires the exercise of reasonable care to avoid injury.
3. For my safety and that of others, I will comply with the Foodbank's volunteer policies and safety rules and its other directions for all volunteer activities. I am voluntarily participating in this activity with knowledge of the hazards and potential dangers involved, and agree to accept any and all risks of personal injury and property damage.
4. If I am injured in the course of my volunteer service, I am not covered by FBSBC's workers' compensation program. I authorize FBSBC to seek emergency medical treatment on my behalf in case of injury, accident or illness to me arising from my involvement as a volunteer. I understand that I will be responsible for all medical costs incurred by such accident, illness or injury.
5. The materials and tools provided by FBSBC are and remain the property of FBSBC, and I agree to return these tools and any remaining materials to FBSBC at the end of my volunteer service.

As consideration for volunteering for the Foodbank of Santa Barbara County, I hereby agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue FBSBC, or its employees, volunteers, officers, Backyard Bounty property owners or operators, agents or contractors for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, (including defects in equipment) by any of its officers, employees, volunteers, agents, Backyard Bounty property owners or operators, or contractors of FBSBC as a result of my volunteering. I hereby release and discharge FBSBC and its officers, employees, agents, Backyard Bounty property owners or operators, and contractors from all actions, claims, or demands that I, my heirs, guardians, and legal representatives now have, or may have in the future, for injury or damage resulting from my volunteer service.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, HAVE AGREED TO IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____	_____
Volunteer Signature	Date
_____	_____

IF VOLUNTEER IS UNDER 18 YEARS OF AGE, PARENT OR GUARDIAN MUST READ AND SIGN THE FOLLOWING:

I, acting as parent, natural guardian, or a person authorized by the parent or natural guardian, have read the foregoing Agreement in its entirety, understand and consent to its terms on behalf of myself and on behalf of the above named minor. Further, I acknowledge that this release, its significance, and assumption of risk have been explained to and are understood by the minor.

_____	_____
Parent/Guardian Signature	Date
_____	_____

_____	_____
Printed Name	
