Community Fire Resiliency Program

Volunteer Conditions, Release and Waiver of Liability Form

This Release and Waiver of Liability (the “Release”) executed on _, 20__, by ________________ (“Volunteer”) releases MOUNT SHASTA BIOREGIONAL ECOLOGY CENTER (“MSBEC”), a nonprofit corporation organized and existing under the laws of the State of California, and each of its directors, officers, employees, contract workers and agents (hereinafter collectively “Nonprofit”). The Volunteer desires to provide volunteer services for Nonprofit and engage in activities related to MSBEC’s Community Fire Resiliency Program, using loppers, hand saws, and occasionally chainsaws, and removal of debris either by chipping or hauling. Volunteer understands and accepts that the waivers, terms, and conditions agreed to herein are enforceable both nationally and internationally.

Volunteer understands that the scope of Volunteer’s relationship with Nonprofit is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that Nonprofit will not provide any benefits traditionally associated with employment to Volunteer, and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer’s services to Nonprofit.

Insurance: Volunteer understands and accepts sole and exclusive responsibility to provide comprehensive medical insurance for Volunteer for the entire duration of the Volunteer’s participation with Nonprofit, including any and all trips and transportation associated therewith. Volunteer further understands and accepts that Nonprofit does not provide any form of medical insurance for Volunteer. I/We understand that Nonprofit does not assume any responsibility for or obligation to provide Volunteer with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of Volunteer’s injury, illness, death or damage to property. I/We expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of such injury or medical expenses incurred by Volunteer. Further, Volunteer hereby agrees to fully reimburse Nonprofit in the event Nonprofit does incur any medical expense for Volunteer. Volunteer also agrees to save harmless and indemnify Nonprofit of and from any and all expense arising because of any claim which may be presented by anyone including any medical care provider, for expenses, loss or damage as a result of the Volunteers’s medical care before, during and after the trip.

I/We do hereby fully assume any and all risk for illness, injury, loss or death and hereby release and discharge Nonprofit from all actions, claims or demands for damages occurring at any time during the Volunteer’s involvement and activities, including but not limited to any and all difficulties, complications, illness, disabilities, damage, injury or death occurring either directly or indirectly as a result of medical care or treatment or lack thereof.

Assumption of Risk: "I/We represent that the Volunteer physically fit to participate as a volunteer. I voluntarily agree to participate as a volunteer with Nonprofit with knowledge and acceptance of the numerous risks and dangers involved, which may present before, during and after the Community Fire Resiliency Program activities, and which include, but are not limited to, dangers, risks and hazards related to travel to, from and within the United States, use of equipment in the field, construction work, foreseen and unforeseen conditions that may render otherwise non-hazardous activities inherently dangerous. I further voluntarily assume all risks and dangers of all physical, mental or emotional harms and losses resulting from, or arising out of my participation as a volunteer, including but not limited to skin rashes, cuts, burns, diarrhea and intestinal disorders, headaches, sprains, infectious diseases, trauma, disfigurement, temporary or permanent disability, sickness, paralysis, or death; Acts of God; hazards of traveling in remote, unsafe or unstable areas under unsafe conditions; dangers of civil disturbances and war, forces of nature, transportation failures, equipment failures, accident, illness, or exacerbation of an existing medical condition, in remote places without access to medical facilities, transportation or means of evacuation and assistance; terrorist activities, social or labor unrest; mechanical or construction failures or difficulties; diseases; local laws; climactic conditions; abnormal conditions or developments; or any other actions, events, circumstances, omissions or conditions outside of my control that I may encounter as, may be related to, or arising out of, being a volunteer. I understand that medical services or facilities may not be available or accessible during some of my trip, or be available only at a distance. I understand that injuries and losses might result not only from my actions, but the actions and negligence of others and might occur both during the preparation for, and participation in, activities while a volunteer. I hereby expressly Release Nonprofit, its directors, officers, employees, and agents, from all liability for injury, illness, death, pain, suffering, loss of enjoyment, and/or property damage related to, resulting from, or arising out of my being a volunteer"  

Waiver and Release: For and in consideration of my being a volunteer with Nonprofit, participation in the tour and related activities, on my behalf of myself, my family members, my successors, next of kin, heirs, and assigns, I HEREBY EXPRESSLY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND TO ASSUME ALL OF THE ABOVE RISKS, INCLUDING THOSE BOTH KNOWN AND
UNKNOWN TO ME, AND AGREE TO RELEASE AND HOLD HARMLESS FOREVER, to the greatest extent allowed by law, Nonprofit, its directors, officers, employees, agents, their affiliated persons, entities, volunteer workers, sponsors of events, affiliates, event coordinators, representatives, successors-in-interest, and assigns (hereinafter collectively referred to as RELEASEES) from all liability, claims, demands, and actions, for any and all injuries and damages in any way connected with, or arising out of, my being a volunteer. Further, I do hereby waive any and all claims of liability against RELEASEES including the right to file a lawsuit, or to seek redress or compensation in any forum or proceeding whatsoever. This waiver and release shall bind any and all parties who might attempt to pursue any legal action or claim on my behalf including but not limited to personal representatives, heirs, beneficiaries, next of kin, successors-in-interest, and/or assigns.

Data and Photographic Release: Volunteer grants and conveys to Nonprofit all right, title, and interests in any and all data collected and/or processed both in the field and afterward. Volunteer agrees that Nonprofit, its employees, or agents have the right to take photographs, videotape, or digital recordings of Volunteer, and further consents that Volunteer’s name and identity may be revealed therein or by descriptive text or commentary. Volunteer waives any rights, claims, or interest s/he may have to control the use of Volunteer’s identity or likeness in whatever media used. Volunteer understands that there will be no financial or other remuneration for recording Volunteer, either for initial or subsequent transmission or playback."

Indemnification Agreement: In consideration of being able to be a volunteer, and to be part of the Community Fire Resiliency Program activities, Volunteer agrees to indemnify and hold harmless Nonprofit, and all other persons released by Volunteer, as herein above set forth, from any and all losses, liabilities, claims, demands, damages, or judgments that they incur due to the presence of any claims or actions brought against Volunteer and/or which Volunteer, his/her heirs, beneficiaries, next of kin, personal representatives, successors-in-interest, or assigns may have in connection with, as a result of, or arising out of, participation as a volunteer."

As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Venue and jurisdiction over any dispute arising out of this Agreement shall be in the State of California. This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability to Nonprofit, but is not intended to assert any claims or defenses which are prohibited law. If any clause, provision or term of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected. I/We agree that the foregoing conditions shall be binding upon us personally as well as upon my/our heirs, executors and administrators and any and all members of our family. I/We have carefully read this Agreement and fully understand its contents. I/We acknowledge that this Agreement includes a Release of Liability Waiver, Indemnification, and other specified contractual obligations between us and Nonprofit and sign the Agreement of my/our own free will.

By signing, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.