

San Bruno Mountain Watch

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INDIVIDUAL VOLUNTEER AGREEMENT

San Bruno Mountain Watch has safely led hundreds of work parties and outing on the mountain since 1969. We appreciate your participation, and we welcome all volunteers and participants. Please read, understand and sign the following agreement before joining our activities.

You are not an employee of San Bruno Mountain Watch (SBMW) and your participation is strictly voluntary. No work contract exists between SBMW and yourself or the organization you are with.

Waiver: In consideration of being permitted to participate in any way in the activity described about and hereinafter called "The Activity," I, for myself, my heirs, personal representatives, or assigns, do hereby **release, waive, discharge, and covenant not to sue** SBMW, its officers, employees, and agents from liability **from any and all claims** resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

Assumption of Risk: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from minor injuries such as scratches, bruises, sprains, bee stings and poison oak dermatitis, to major injuries such as eye injury, joint or back injuries and concussions, to catastrophic injuries including paralysis and death.

Indemnification and Hold Harmless: The volunteer agrees to **Indemnify and Hold SBMW Harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my, or my son's/daughter's participation in The Activity and to reimburse SBMW for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks 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.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Date: _____

Signature of volunteer, or parent/guardian of volunteer

Volunteer Information PLEASE PRINT CAREFULLY

Activity: _____ Place: _____ Date/Time: _____

NAME: _____ Phone: _____

Address: _____ City: _____ State: ___ Zip: _____

Email Address: _____

Emergency Contact Information PLEASE PRINT CAREFULLY

Name: _____ Relationship: _____

Phone: _____ Address: _____

Physicians Name: _____ Phone: _____