

Mentor Me Petaluma,  
a project of  
The San Francisco Foundation Community Initiative Funds

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

This Agreement is executed this \_\_\_\_ day of \_\_\_\_\_, by or on behalf of \_\_\_\_\_ (“Volunteer”) in favor of The San Francisco Foundation Community Initiative Funds, a California nonprofit corporation, its directors, officers, employees and agents.

The Volunteer desires to participate in activities supported by Mentor Me Petaluma, a project of CIF (the “Activities”). The Volunteer understands that such participation may include but not be limited to any of the following activities: organizational, management and supervisory; mentoring; transportation to and from the locations of the Activities; and consumption of food.

The Volunteer, with full knowledge of his/her rights, does hereby freely, voluntarily and without duress execute this Agreement in consideration of the Volunteer being allowed to participate in the activities under the following terms:

1. Assumptions of the Risk. The Volunteer understands that the Activities may be hazardous to the Volunteer or others, that CIF may have little or no ability to screen or supervise other Volunteers, and that food and medical facilities may be donated to CIF and be beyond the control of CIF. Volunteer hereby expressly and specifically assumes the risk of injury or harm attributable to the Volunteer’s participation in the Activities.
2. Indemnification and Release. Volunteer agrees to defend, indemnify, and hold harmless CIF, its officers, directors, employees and other representatives, and their successors and assigns, from any liability, cost or expense which arises or may hereafter arise out of Volunteer’s actions, omissions to act, or other intentional or negligent conduct on Volunteer’s part in connection with Volunteer’s participation in the Activities. Volunteer freely releases and forever discharges CIF, its officers, directors, employees and other representatives from any liability for the intentional or negligent acts or omissions of CIF, its officers, directors, employees and other representatives in connection with the Activities. Volunteer understands that this Agreement discharges CIF from any liability or claim that the Volunteer may have against CIF with respect to any bodily injury, personal injury, illness, death, property damage or other liability that may result from Volunteer’s participation in the activities. **IT IS THE INTENTION OF VOLUNTEER BY THIS RELEASE AND WAIVER TO EXEMPT AND RELIEVE CIF FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.**
3. Waiver of Worker’s Compensation Claims. The Volunteer intends to participate as a volunteer in the Activities, and will receive no compensation or remuneration for services. California Labor Code Section 3352(i) does not require nonprofit organizations to provide worker’s compensation insurance coverage for volunteers performing services for the nonprofit organization. CIF does not provide worker’s compensation insurance for volunteers at this time.

4. Medical Treatment. Volunteer does hereby release and forever discharge CIF from any claim whatsoever which arises or may arise hereafter on account of any first aid, treatment or service rendered in connection with Volunteer's participation in the Activities.
5. Insurance. Volunteer understands that CIF does not assume any responsibility for or obligation to provide financial assistance, including, but not limited to, medical, health, disability or liability insurance. The Volunteer understands that CIF does not carry or maintain health, medical, disability or liability insurance coverage for any Volunteer.
6. Photographic and Work Product Release. Volunteer does hereby grant and convey to CIF all right, title and interest in any and all photographic images and video or audio recordings made in connection with the Activities, including, but not limited to, any royalties, proceeds and/or other benefits derived from such photographs or recordings. Volunteer does hereby grant and convey to CIF all right, title and interest to any and all intellectual property created on behalf and for the benefit of the Mentor Me Petaluma Fund of CIF, including, but not limited to, any royalties, proceeds and/or other benefits derived from such property.
7. No Employment Preference. Volunteer understands that no amount of service as a Volunteer shall result in any assurance of or preference in employment by CIF, and that no one has any authority to represent otherwise to Volunteer.
8. Other. Volunteer expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Volunteer agrees that, in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of each clause or provision shall not otherwise affect the remaining clauses and provisions of the Agreement, which shall continue to be enforceable.

The undersigned has read and understands the legal consequences of this Agreement and agrees to abide by the terms and conditions thereof.

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Signature of Volunteer