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VOLUNTEER WAIVER, RELEASE, AND INDEMNITY AGREEMENT

Between

Mountain Avenue Elementary School PTA and _____

(hereinafter "the PTA Unit")

(hereinafter "the volunteer")

This document sets forth the responsibilities and understandings of the volunteer and of the PTA Unit regarding volunteer's participation in volunteer programs partially or wholly coordinated by the PTA Unit. The volunteer and the PTA Unit agree as follows:

1. The volunteer performs the service of the volunteer's own free will, without promise, expectation, or receipt of remuneration. The volunteer is not an employee or agent of the PTA Unit for any purpose and the volunteer's services are not controlled nor mandated by the PTA Unit.
2. If the volunteer is under the age of 18, the volunteer may only participate in volunteer service with the express written consent of the volunteer's parent or guardian.
3. The volunteer understands and agrees that it is possible that the volunteer may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, the volunteer's negligent or intentional acts, or the negligent or intentional acts of others; that while the PTA Unit has taken some steps to reduce the chances of injuries or harm to the volunteer, that the PTA Unit has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the volunteer or the volunteer's property while the volunteer is engaged in volunteer service; and that the volunteer must take full responsibility for himself or herself and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property.
4. The volunteer agrees to waive and release the California PTA, including all unit, council and district PTAs and all of their officers, directors, members, and volunteers from any and all potential claims for injury, illness, damage, or death which the volunteer may have against the PTA Unit that might arise out of the volunteer's service and to hold the PTA Unit harmless there from.
5. The volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the volunteer's negligent or intentional acts during volunteer service, and that to avoid such harm, the volunteer must exercise care and act responsibly in serving others.
6. If any injury or loss to another does occur due to the volunteer's intentional actions or due to volunteer's negligent actions arising outside of the scope of the volunteer's activities, the volunteer must accept the liability for and repair, or make reparations for, the harm done.
7. In projects where the volunteer will be transporting others in a non-PTA Unit owned vehicle, the volunteer will be required to provide proof of automobile insurance in order to participate.
8. Since volunteers are not the PTA Unit employees, the PTA Unit does not provide workers' compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.

I understand that the materials and tools provided by the PTA Unit are and remain the property of the PTA Unit, and I agree to return these tools and any remaining materials to the PTA Unit at the end of my volunteer service. By signing below, I confirm that I have carefully read and fully understand its contents. I am aware that this is a release of liability and signed it of my own free will.

Volunteer Signature

Printed Name

Date

If volunteer is under 18 years of age, parent or guardian must read and sign the following:

This release, its significance, and assumption of risk have been explained to me and are understood by the minor.

Parent or Guardian Signature

Date

RELEASE OF LIABILITY DUE TO COMMUNICABLE DISEASES

By attending any events held by or volunteering for Mountain Avenue Elementary School PTA (PTA unit) I agree to the following:

- I recognize that participation in an event or volunteering for creates a possible exposure to and illness from communicable diseases, including but no limited to, influenza or COVID-19.
- I knowingly assume all risks association with the contraction of any such disease, even in the case it arises from the negligence of others.
- My choice to participate in any events held by or volunteering for Mountain Avenue Elementary School PTA (PTA unit) means that I assume all responsibility associated with the contraction of a communicable disease.
- I understand that Mountain Avenue Elementary School PTA (PTA unit) is not liable for the contraction of any communicable disease or the follow-up care, and I/my family members are participating at our own risk and discretion.

Name of Participants/Volunteer (s) _____

Name of Parent/Guardian (if participant/volunteer is a minor): _____

Signature of Participant/Volunteer/Parent/Guardian:

Date Signed: _____