



## VOLUNTEER WAIVER AND RELEASE AGREEMENT

Between **Sunflower Hill** and

---

(hereinafter the “Volunteer”)

This document sets forth the responsibilities and understandings of the Volunteer and of Sunflower Hill, a California non-profit organization, regarding the Volunteer’s participation in programs partially or wholly coordinated by, or otherwise related to, Sunflower Hill. The Volunteer and Sunflower Hill 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 Sunflower Hill for any purpose, and the Volunteer’s services are not controlled nor mandated by Sunflower Hill.
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. If the Volunteer is over 18, and is the subject of a conservatorship, the Volunteer may only participate in volunteer service with the express written consent of the Volunteer’s conservator.
4. **ASSUMPTION OF RISK.** THE VOLUNTEER UNDERSTANDS AND AGREES THAT THE VOLUNTEER SERVICES MAY INCLUDE WORK THAT IS HAZARDOUS TO THE VOLUNTEER, INCLUDING, FOR EXAMPLE, THE USE OF TOOLS AND EQUIPMENT AND TRAVELING TO AND FROM THE WORK SITE, AND 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, THE NEGLIGENCE OR INTENTIONAL ACTS OF OTHERS, OR THE NEGLIGENCE OF SUNFLOWER HILL OR PERSONS ACTING ON ITS BEHALF; THAT SUNFLOWER HILL IS NOT RESPONSIBLE 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 HIS OR HER PROPERTY AND HEREBY ASSUMES THE RISK OF INJURY, ILLNESS, DEATH, OTHER HARM OR PROPERTY DAMAGE RESULTING FROM OR RELATED TO THE VOLUNTEER’S SERVICE.
5. **RELEASE AND WAIVER.** AS CONSIDERATION FOR BEING ACCEPTED AS A VOLUNTEER BY SUNFLOWER HILL, THE VOLUNTEER HEREBY AGREES THAT THE VOLUNTEER AND THE VOLUNTEER’S ASSIGNEES, HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES WILL NOT MAKE A CLAIM AGAINST OR SUE SUNFLOWER HILL OR ITS DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, AFFILIATES OR ASSIGNS FOR INJURY, ILLNESS, DEATH, OTHER HARM OR PROPERTY DAMAGE RESULTING FROM OR RELATED TO THE VOLUNTEER’S SERVICES, INCLUDING, FOR EXAMPLE, INJURY, ILLNESS, DEATH, OTHER HARM OR PROPERTY DAMAGE RESULTING FROM THE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, OR OTHER ACTS, HOWEVER CAUSED, OF (I) THIRD PARTIES SUCH AS OTHER VOLUNTEERS OR (II) SUNFLOWER HILL OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS (TOGETHER, THE “CLAIMS”). THE VOLUNTEER HEREBY RELEASES AND DISCHARGES SUNFLOWER HILL AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, AFFILIATES AND ASSIGNS FROM ALL SUCH CLAIMS.
6. Sunflower Hill will not provide the Volunteer with insurance coverage for any injuries, conditions, or losses to the Volunteer arising out of volunteer activities.



7. The Volunteer must maintain his or her own primary medical insurance and automobile liability insurance to cover potential medical and other costs and liability related to the volunteer service. All costs for injury or loss above the coverage provided by the Volunteer's insurance are the Volunteer's personal responsibility.
8. Sunflower Hill will not provide workers' compensation coverage for injuries or illnesses to the Volunteer arising out of volunteer activities. The Volunteer hereby authorizes Sunflower Hill to seek emergency medical treatment on the Volunteer's behalf in case of injury, accident or illness to the Volunteer arising from the Volunteer's involvement as a volunteer. The Volunteer agrees that the Volunteer will be responsible for medical costs incurred as a result of such accident, illness or injury.
9. The Volunteer understands that the materials, and tools and other property provided by Sunflower Hill are and remain the property of Sunflower Hill, and the Volunteer agrees to return the tools and other property and any remaining materials to Sunflower Hill upon Sunflower Hill's request and in any event at the end of the Volunteer's volunteer service.
10. The assumption of liability, waiver and release contained in this agreement are intended to be as broad and inclusive as permitted by applicable law. This agreement shall be interpreted and enforced in accordance with the laws of the State of California, excluding rules of law governing the conflict of laws. If any provision of this agreement is held to be invalid by an arbitrator or a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this agreement, which shall continue to be enforceable.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND SIGN IT OF MY OWN FREE WILL.

\_\_\_\_\_  
Volunteer Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sunflower Hill Representative Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

If the Volunteer is under 18 years of age, or over 18 and is the subject of a conservatorship, the parent/guardian or conservator, as the case may be, must read and sign this agreement:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian or Conservator Signature

\_\_\_\_\_  
Printed Name