CITY OF SARATOGA VOLUNTEER RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

Name of the Activity or Event: _____

Date(s) of Activity or Event: _____

I acknowledge that participation as a City of Saratoga ("City") volunteer may involve risk of serious injury, disability, death, or property damage or loss.

In consideration of the permission given to me to participate as a Volunteer in the activity or event described above, I hereby assume any and all risks of such injury, disability, death, or property damage or loss.

I understand that, during the course and scope of my volunteer services, I will not be covered by any medical insurance or coverage by the City other than the City's Workers' Compensation plan. I agree and acknowledge that Workers' Compensation is my exclusive remedy for any injury suffered while performing my volunteer duties.

I hereby waive, release and discharge the City and its officers, agents, and employees from any and all other claims and damages for personal injury, disability, death, or property damage or loss which I sustain or which may occur as a result of my participation as a City volunteer, even though that liability, injury, or damage or loss may arise out of the negligent acts, omissions or other legal fault of the City or its officers, agents, and employees.

I further agree to indemnify and hold the City and its officers, agents, and employees harmless from any loss, liability, damage, cost or expense, including litigation, arising out of or related to my participation as a City volunteer. The foregoing agreement to indemnify shall continue in full force and effect notwithstanding the conclusion of my participation in the activity.

I understand and agree that this release and indemnification agreement is intended to be broad and inclusive as permitted under California Law, and that if any portion of this release and agreement is invalid, the balance shall continue in full force and effect.

This release and indemnification agreement shall be effective and binding upon myself and my heirs, successors and assigns.

I HAVE CAREFULLY READ THIS RELEASE AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF SARATOGA. I VOLUNTARILY AGREE TO EACH OF THE TERMS AND PROVISIONS HEREIN AND SIGN THIS RELEASE AND INDEMNIFICATION AGREEMENT OF MY OWN FREE WILL.

_____ _____ _____

Print Volunteer's Full Name **Volunteer's Signature** **Date**

If Volunteer is under 18 years old, the Parent or Legal Guardian must also sign the document.

_____ _____ _____

Parent or Legal Guardian's Full Name **Parent or Legal Guardian's Signature** **Date**

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