

13. VOLUNTEER WAIVER, RELEASE, AND INDEMNITY AGREEMENT

Between

El Dorado County Fire Safe Council

and

(hereinafter "the volunteer")

This document sets forth the responsibilities and understandings of the volunteer and of El Dorado County Fire Safe Council (EDCFSC) / (insert associate council name), collectively referred to as Council or the Councils, as regarding volunteer's participation in volunteer programs partially or wholly coordinated by the Councils / as.

The volunteer and the Councils 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 Councils for any purpose and the volunteer's services are not controlled nor mandated by the Councils.
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 Councils have taken some steps to reduce the chances of injuries or harm to the volunteer, the Councils have 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. Volunteer acknowledges volunteer may be performing services for the Councils that involve potential risks of harm or injury to volunteer. Such risks may include, but are not limited to, steep and uneven terrain, potentially dangerous tools and equipment, and risks of injury from trees, limbs and shrubs and lifting and carrying heavy objects. Volunteer acknowledges that he/she is voluntarily providing services to the Councils with knowledge of the hazards and potential dangers involved, and agrees to accept any and all risks of personal injury and property damage.
5. Volunteer acknowledges that volunteer is either experienced in the use of equipment to be utilized by volunteer in performing services for the Councils or has been provided instruction in the use and operation of that equipment by the Councils. Volunteer further acknowledges that the Councils have provided volunteer with information as to safety procedures in performing services for the Councils and safety gear to be worn/used in performing those services.
6. As consideration for volunteering for the Councils, volunteer hereby agrees that volunteer, and his/her assignees, heirs, guardians, and legal representatives, will not make a claim against or sue the Councils or their employees, agents or contractors for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any of their officers, employees, agents, or contractors of the Councils as a result of volunteering. Volunteer **HEREBY RELEASES AND DISCHARGES THE COUNCILS AND THEIR OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS FROM ALL ACTIONS, CLAIMS, OR DEMANDS THAT VOLUNTEER, HIS/HER HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES NOW HAVE, OR MAY HAVE IN THE FUTURE, FOR INJURY OR DAMAGE RESULTING FROM VOLUNTEER'S PARTICIPATION IN THE PROJECT.**
7. 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.

8. The Councils are not providing the volunteer with insurance coverage for any injuries, conditions, or losses to the volunteer arising out of volunteer activities. Volunteer acknowledges that if Volunteer is injured in the course of performing services for the Councils, volunteer is not covered by Workers' Compensation Insurance.
9. The volunteer must maintain his or her own primary medical insurance and the volunteer's own automobile liability insurance when driving a non-Council vehicle to cover potential medical and other costs related to the volunteer service; and the volunteer is also encouraged to maintain property and life insurance coverage while serving as a volunteer.
10. All costs for injury or loss above the coverage provided by the volunteer's insurance are the volunteer's personal responsibility.
11. In projects where the volunteer will be transporting others in a non-Council owned vehicle, the volunteer may be required to provide proof of automobile insurance in order to participate.
12. 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.

Date	Volunteer Signature
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Printed Name

Date	EDCFSC Representative Signature
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Printed Name

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 and are understood by the minor.

Date	Parent or Guardian Signature
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Printed Name
