

**RELEASE OF ALL CLAIMS AND
ASSUMPTION OF RISK AND LIABILITY**



Please read carefully! This is a legal document that affects your legal rights or the legal rights of your minor child. **Please note that if participant is under the age of 18 years, that participant’s legal guardian must sign and initial this form.**

This waiver is intended for use by those wishing to provide volunteer service to the University of Redlands (“University”) but who are not active students, employees, faculty or Trustees of the University.

1. I, _____, of _____,
(Print name) (Print address)

_____, acknowledge
(City) (State) (Zip Code)

that I have voluntarily accepted to provide volunteer services to the University in University offices, facilities and grounds, or other offices in which the University operates programs, using equipment provided for volunteers and transportation to, from, and during various volunteer activities.

2. I AM AWARE THAT SOME OF THE VOLUNTEER ACTIVITIES I, OR MY MINOR CHILD, PARTICIPATE IN MAY INVOLVE HAZARDS. I, OR MY MINOR CHILD, AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGERS INVOLVED AND WITH THE KNOWLEDGE THAT MEDICAL FACILITIES MAY NOT BE AVAILABLE IN THE PARTICIPATION, INCLUDING ALL RISK OF PERSONAL INJURY OR DEATH.

I VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE _____

3. As consideration for being permitted by the University to participate in these activities and use their tools and facilities, I hereby agree that I, my assignees, my heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attach the property of the University, its treatment, howsoever caused, by any employee, agent, contractor of or other participant in University activities. I hereby release the University, its Trustees, Officers, Directors, Faculty and assignees, my heirs, designees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in any University activity.
4. I agree to indemnify the University, its Trustees, Officers, Directors, Faculty and Employees from any loss, liability, damage or cost they might incur due to my presence in or on University premises, whether caused by the negligence of University personnel or participants, or otherwise. I further agree to indemnify the University, its Trustees, Officers, Directors, Faculty and Employees from any loss, liability, damage or cost they might incur due to any negligent or unlawful acts of my doing.
5. THIS RELEASE EXTENDS TO ALL CLAIMS FOR INJURIES, DAMAGES, OR LOSSES, WHETHER KNOWN OR UNKNOWN.

BY PLACING MY INITIALS HERE _____, I CERTIFY THAT I HAVE READ THE FOLLOWING STATEMENT OR CALIFORNIA CIVIL CODE SECTION 1542:

A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

I HEREBY WAIVE APPLICATION OF CALIFORNIA CIVIL SECTION 1542 AND ACKNOWLEDGE THAT THIS MEANS THAT IF I, OR MY MINOR CHILD, SHOULD SUFFER INJURIES, DAMAGES OR LOSSES ARISING OUT OF THE EVENTS DESCRIBED ABOVE BUT OF WHICH I AM NOT CURRENTLY AWARE AND OF WHICH IF KNOWN WOULD MATERIALLY AFFECT MY DECISION TO EXECUTE THIS RELEASE, I WILL NOT BE ABLE TO MAKE ANY CLAIM FOR THOSE INJURIES, DAMAGES OR LOSSES.

6. I understand that, except as otherwise agreed to by the University in writing, that the University does not carry or maintain health, medical or disability insurance coverage for any volunteer. EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL OR HEALTH INSURANCE COVERAGE.
7. I hereby grant and convey unto the University all rights, title and interest in any and all photographic images and video or audio recordings made by the University during my, or that of my minor child, volunteer work for the University, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.
8. I expressly agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of California. If any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
9. I WARRANT THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS CONTENTS. I HAD THE OPPORTUNITY TO CONSULT WITH MY ATTORNEY, EXPERT AND OTHER SOURCES IN ORDER THAT I MIGHT INTELLIGENTLY EXERCISE MY OWN JUDGEMENT IN DECIDING WHETHER TO EVALUATE, AND IN DECIDING ON THE CONTENTS OF, A RELEASE. I FURTHER DECLARE AND WARRANT THAT MY DECISIONS WERE NOT PREDICATED ON OR INFLUENCED BY ANY DECLARATIONS OR REPRESENTATIVES OR THE UNIVERSITY.
10. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND CONTRACT BETWEEN MYSELF AND THE UNIVERSITY. I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL.

Executed at _____, California, on _____
(City) (Date)

(Participant's or Legal Guardian's Signature)

(Telephone Number)