



HOLD HARMLESS AGREEMENT FOR VOLUNTEER ACTIVITIES

_____ (“PARTICIPANT”) desires to provide volunteers for the purposes of performing the following activity described as:

_____ (“Activity”).

A Volunteer Activity Description detailing the Activity is attached hereto and incorporated by reference. PARTICIPANT understands that there are certain risks and dangers related to this Activity, and hereby agrees as follows.

1. PARTICIPANT is aware of all the risks and dangers associated with participation in this Activity and voluntarily and knowingly assumes all risks in connection with this Activity, to the fullest extent allowed by law.
2. PARTICIPANT understands and agrees that any equipment which PARTICIPANT provides or may borrow or rent from CITY or any other sponsors/providers PARTICIPANT uses at its own risk. PARTICIPANT understands and agrees that CITY and any other sponsors/providers shall not be liable for any loss, damage or injury resulting from the use or suitability of said equipment and the CITY and any other sponsors/providers make no warranties of any kind regarding the equipment.
3. PARTICIPANT agrees to RELEASE, HOLD HARMLESS and INDEMNIFY CITY, any other sponsors/providers, and their employees, agents or contractors from any liability for death, injury or other loss or damage which may occur during or as a result of this Activity or during transportation to and from this Activity, whether foreseen or unforeseen, however caused and whether or not caused by negligence and whether or not caused by PARTICIPANT’s volunteers, except for those matters arising for CITY’s sole active negligence. PARTICIPANT understands that PARTICIPANT is accepting full financial and legal responsibility for the actions of its volunteers.
4. In any action brought by either Party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees. Any action arising out of this Agreement shall be brought in Placer County, California regardless of where else venue may lie.
5. This is an integrated Agreement, and contains all of the terms, considerations, understandings and promises of the parties. It shall be read as whole.
6. PARTICIPANT understands this is a binding contract that supersedes any other agreements or representations, and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law. The specific rights of the parties may vary from state to state. If any part of this Agreement is deemed unenforceable, all other parts shall be given full force and effect.
7. CITY reserves the right to photograph the Activity and participants for its own use. PARTICIPANT agrees to release any photo rights and understands that all photographs taken by CITY will remain the property of CITY.
8. BY SIGNING BELOW, THE UNDERSIGNED REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO LEGALLY BIND PARTICIPANT. THE UNDERSIGNED HAS CAREFULLY READ AND FULLY UNDERSTANDS THIS AGREEMENT, AND THE UNDERSIGNED IS AWARE THAT BY SIGNING THIS AGREEMENT THE UNDERSIGNED IS WAIVING CERTAIN LEGAL RIGHTS OF THE PARTICIPANT, INCLUDING THE RIGHT TO SUE.

PARTICIPANT:

BY: _____
its: _____

and

BY: _____
its: _____

Date: _____

Attachment: Volunteer Activity Description