



Volunteer Waiver and Release Form

Volunteer Name: _____

Check here if Volunteer is under age 18

Address: _____

Phone: _____

Contact E-mail: _____

Parent or Legal Guardian Email(*required if Volunteer is under age 18*):

Emergency Contact

Name: _____

Relationship to Participant: _____ Phone Number: _____

**VOLUNTEERS MUST COMPLETE THE WAIVER AND
RELEASE FORM**

**PARENT/LEGAL GUARDIAN SIGNATURE IS REQUIRED
IF VOLUNTEER IS UNDER AGE 18**

Atascadero Printery Foundation
6351 Olmeda Ave
Atascadero, CA 93422
805-466-1961

WAIVER AND RELEASE FORM RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Atascadero Printery Foundation events and volunteer activities, I, the undersigned Volunteer or Parent/Legal Guardian of Volunteer, if Volunteer is under age 18, (hereafter referred to using "I", "me", or "my") hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activities, and do hereby release and forever discharge the Atascadero Printery Foundation, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activities, including traveling to and from an event related to these Activities.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISK ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY, ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITION RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO AND FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless the Atascadero Printery Foundation against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf. If the Atascadero Printery Foundation incurs any of these types of expenses, I agree to reimburse the Atascadero Printery Foundation.

I acknowledge that the Atascadero Printery Foundation and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Atascadero Printery Foundation.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, event officials and event monitors, and/or event producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE Atascadero Printery Foundation AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, DIRECTORS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING ACTION AGAINST THE Atascadero Printery Foundation FOR PERSONAL DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Atascadero Printery Foundation, its agents and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and the Atascadero Printery Foundation agree that this agreement is clear and unambiguous as to its terms and that no other evidence will be used or admitted to alter or explain the terms of the agreement, but that it will be interpreted based on the language in accordance with the purposes for which it was entered into.

In the event that any provision contained within the Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by

limiting said provision it would become valid and enforceable, then said provision shall be deemed written, construed and enforced as so limited.

I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in Volunteer Activities.

I also understand that this document is a contract which grants certain rights to and eliminates the liability of the Foundation.

(Signature of Volunteer)

Date

I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

(Signature of Parent/Legal Guardian if Volunteer is Under 18) Date

I am the parent or legal guardian of the Volunteer. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

PUBLICITY RELEASE

In return for being allowed to participate in Atascadero Printery Foundation volunteer activities and all related activities, including any activities incidental to such participation (“Volunteer Activities”), the undersigned Volunteer or Parent/Legal Guardian of Volunteer if Volunteer is under age 18 (hereafter referred to using “I”, “me”, or “my”) hereby grants to the Foundation, and each of its subsidiaries, affiliates, agents, advertising or promotional agencies, and partners, and all such entities’ officers, directors, agents, employees, respective successors and assigns (collectively, “Authorized Parties”), the right and permission to use, publish, broadcast and/or copyright the use of Volunteer’s name, voice, photograph and/or likeness in any and all advertising, promotional, or other materials based upon or derived from the Volunteer Activities without additional compensation.

I further agree that anything derived there from will be owned solely by the Authorized Parties.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the Volunteer Activities take place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

(Signature of Volunteer) _____ Date _____
I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

(Signature of Parent/Legal Guardian if Volunteer is Under 18) _____ Date _____
I am the parent or legal guardian of the Volunteer. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.