

ARNHA/EYNC Release and Waiver of Liability-- Minor

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability ("Release") is executed on the ____ day of _____ 2022, by _____, Parent or Legal Guardian of _____ (Minor Volunteer) in favor of the American River Natural History Association ("ARNHA"), a nonprofit corporation, the County of Sacramento, and the Sponsoring Agency, and their respective directors, officers, Governing Board, employees and agents, successors and assigns.

The Volunteer desires to work as a volunteer for and engage in activities related to being a volunteer. The Volunteer understands that the Activities may include physical labor; exposure to hazardous conditions in the natural environment, including but not limited to the nature area surrounding the Effie Yeaw Nature Center; exposure to animal species of all types, and other hazardous conditions or circumstances that may result in personal injury.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **Release and Waiver:** Volunteer does hereby release and forever discharge and hold harmless ARNHA, the County of Sacramento, and Sponsoring Agency, and their respective directors, officers, Governing Board, employees and agents, and their successors and assigns from any and all liability, claims, demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from Volunteer's Activities with ARNHA, the County of Sacramento, or Sponsoring Agency.

Volunteer understands that this release discharges ARNHA, the County of Sacramento, and Sponsoring Agency from any liability or claim that the volunteer may have against ARNHA, the County of Sacramento, or the Sponsoring Entity with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's Activities with ARNHA, the County of Sacramento, or Sponsoring Agency, whether caused by the negligence of ARNHA, the County of Sacramento, or Sponsoring Agency or their officers, directors, employees, or agents or otherwise.

Volunteer also understands that ARNHA, the County of Sacramento, or Sponsoring Agency does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

2. **MEDICAL Treatment.** Volunteer does hereby release and forever discharge ARNHA, the County of Sacramento, and the Sponsoring Agency from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with ARNHA, the County of Sacramento, and the Sponsoring Agency.
3. **Assumption of the Risk.** The Volunteer understands that the Activities may involve work that may be hazardous to the Volunteer, including, but not limited to, physical labor or activity involving exposure to hazardous conditions in the natural environment, including but not limited to the nature area surrounding the Effie Yeaw Nature Center; exposure to animal species of all types, and other hazardous conditions or circumstances that may result

in personal injury. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities, and releases ARNHA, the County of Sacramento, and the Sponsoring Agency from all liability for injury, illness, death, or property damage resulting from the Activities.

4. **Insurance.** The Volunteer understands that ARNHA, the County of Sacramento, and the Sponsoring Agency do not carry or maintain health, medical or disability insurance coverage for any Volunteer. *Each Volunteer is encouraged to obtain his or her own medical or health insurance coverage.*
5. **Photographic Release.** Volunteer hereby grants and conveys unto ARNHA, the County of Sacramento, and the Sponsoring Agency, all right title, and interest in any all photographic images and video or audio recordings made by ARNHA, the County of Sacramento, and the Sponsoring Agency, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
6. **Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Volunteer also agrees that the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

The foregoing is agreed to on: _____ (date)

Volunteer Name (Print): _____

Volunteer Signature: _____

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____

Group/Organization: _____