



Minor Volunteer Consent, Agreement, Release, and Waiver of Liability – 2018 Holiday Wish Drive

Volunteer Name (under-18 volunteer)		Age	
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Date/Time of Volunteer Event	Shift Length (2, 3 hours)	Vol Organization/Family/Group	
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Emergency Contact Name	(print)	Relationship	Phone Number
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GENERAL MEDICAL WAIVER AND INDEMNITY AGREEMENT

I, as Parent/Guardian for the under-18 volunteer named on this form (the "Volunteer"), understand and agree that the "Volunteer" is volunteering their time for a Family Giving Tree warehouse event (the "Event"). I understand and agree that The Family Giving Tree and County of Santa Clara (the "Organizations"), the agents, employees, heirs, successors, and assigns are in no way responsible for the "Volunteer's" actions or the actions of other volunteers at the Event. In the event of accident or injury to the "Volunteer" while volunteering, I authorize the Family Giving Tree, their directors, officers, agents, employees, successors, and assigns to seek and obtain medical and/or dental treatment and/or care. The authority granted by this General Medical Waiver and Indemnity Agreement includes the authority to consent to any medical and/or dental treatment and/or care to be rendered under the general and/or specific supervision of a qualified physician, surgeon, or dentist.

Furthermore, I agree to indemnify, defend, and hold harmless, and I hereby release the "Organizations", their sponsors, directors, officers, agents, employees, successors, heirs, and assigns from any and all damages, losses, claims, liabilities, charges, suits, penalties, costs and/or expenses, including but not limited to death, personal injury, court costs, attorneys' fees and expenses, resulting from any act (whether intentional or not), and/or from any injury caused or sustained during my participation in the Event. The Parent/Guardian hereby attest that the "Volunteer's" attendance and involvement in the Event is voluntary, that they are participating at their own and sole risk, and that they have read, understand, and accept the terms and conditions of this General Medical Waiver and Indemnity Agreement. The Parent/Guardian hereby expressly waives all rights under Section 1542 of the California Civil Code and any similar law of any other state or territory of the United States of America. Such section reads: "A general release does not extend to claims which the creditor does not know or suspect to exist



in his or her favor at the time of executing the release, which if known by him _____ must have materially affected his or her settlement with the debtor."

RELEASE OF LIABILITY AND PHOTO RELEASE NOTICE

We understand that The Family Giving Tree is not responsible for any personal property lost or stolen while the "Volunteer" uses or participates in The Family Giving Tree's facilities or programs. It is recommended that valuables are not brought to the Family Giving Tree's office or warehouse.

I, as Parent/Guardian, give my permission to The Family Giving Tree to use, without limitation or obligation, photographs, film footage, or tape recordings that may include their image or voice for purposes of promoting or interpreting The Family Giving Tree programs.

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 agrees that in the event that any clause or provision of the 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.

I HAVE READ AND ACCEPT THE TERMS OF THE AGREEMENT.

Parent/Guardian Printed Name

Parent/Guardian Signature

Date
