



## Volunteer Waiver & Release Agreement - Minor

*Please print all information, sign where asked for signature.*

Minor Volunteer Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Parent/Legal Guardian Name: \_\_\_\_\_

I, \_\_\_\_\_, (hereafter the "Undersigned") am an adult over the age of eighteen (18) and the parent/legal guardian of \_\_\_\_\_, the Minor Volunteer Applicant identified above. In consideration of \_\_\_\_\_ (hereafter the "Volunteer Minor Applicant") being permitted to participate in the City of Modesto Parks, Recreation and Neighborhoods Volunteer program (hereafter the "City Program") which may include participating in sporting events, special events, crafts and cooking, monitoring participants in the program and use of City facilities and equipment, I, the Undersigned, agree as follows:

1. The Undersigned hereby releases, waives, discharges and covenants not to sue the City of Modesto, its employees, officers and agents (hereafter the 'Releasees') from all liability to the Undersigned, his or her heirs, representatives and assigns for any loss, damage or claim therefore on account of injury to the person or property of the Minor Volunteer Applicant whether caused by the ordinary negligence, act or omission of the Releasees or otherwise, while the Minor Volunteer Applicant is participating in the City Program or using City facilities or equipment in connection with participation in the City Program.
2. The Undersigned hereby agrees to indemnify and hold harmless the Releasees from all liability, claims, demands, causes of action, charges, expenses, and attorney fees resulting from the Minor Volunteer Applicant's participation in the City Program, whether caused by any act or omission of ordinary negligence of Releasees, or otherwise.
3. The Undersigned hereby grant to the City of Modesto and their legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of me or my child under 18 years of age, for advertising and any other promotional purposes and in any manner and medium; to alter the same without restriction; and to copyright the same. I hereby release the City of Modesto and their legal representatives and assigns from all claims and liability relating to said photographs.

The Undersigned expressly agrees that the foregoing release and waiver and indemnity agreement are intended to be as broad and inclusive as permitted by California law.

I, \_\_\_\_\_, acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the City of Modesto or its employees, officers and agents if the Minor Volunteer Applicant is injured or damaged as a result of participating in the City Program.

As parent/legal guardian, I give my permission for my child to participate in the City Program.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Parent

Legal Guardian