



2019 VOLUNTEER / INTERN RELEASE AND WAIVER OF LIABILITY FORM

This Release and Waiver of Liability executed on **(DATE)** _____ by **(NAME)** _____ ("Volunteer") (the "Agreement") releases Miracles for Kids, a nonprofit corporation organized and existing under the laws of the State of California and each of its directors, officers, employees, and agents. The volunteer desires to provide volunteer services for Miracles for Kids and engage in activities related to serving as a volunteer.

Volunteer understands that the scope of Volunteer's relationship with Miracles for Kids is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that Miracles for Kids will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of a personal injury or illness as a result of Volunteer's services to Miracles for Kids.

Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless Miracles for Kids and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or equity, which have arisen or may hereafter arise from the services I provide to Miracles for Kids (collectively "Claims"). I understand and acknowledge that this Release discharges Miracles for Kids from any liability or claim that I may have against Miracles for Kids with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to Miracles for Kids or occurring while I am providing volunteer services. Volunteer understands and separately agrees that this Agreement contains a general release pertaining to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past, present or future against Miracles for Kids. Accordingly, Volunteer waives all rights under Section 1542 of the California Civil Code with respect to the Claims. Section 1542 reads as follows, "Sec. 1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Insurance: Further I understand that Miracles for Kids does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of Miracles for Kids beyond what may be offered freely by Miracles for Kids in the event of such injury or medical expenses incurred by me.

Medical Treatment: I hereby Release and forever discharge Miracles for Kids from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Miracles for Kids.

Assumption of Risk: I understand that the services I provide to Miracles for Kids may include activities that may be hazardous to me including, but not limited to lifting, driving, and other hazardous activities. As a volunteer, I hereby expressly assume the risk of injury or harm from these activities and Release Miracles for Kids from all liability for injury, illness, death or property damage resulting from the services I provide as a volunteer or occurring while I am providing volunteer services.

Photographic Release: I assign, grant and convey to Miracles for Kids all right, title, and interest in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by Miracles for Kids or any agent thereof in connection with my providing volunteer services to Miracles for Kids.

Covenant Not to Sue: I agree, promise, and covenant that myself, nor any person, organization, or other entity acting on my behalf, will file, charge, claim, sue or cause to be filed, charged or claimed, an action for damages or other relief (including injunctive, declaratory, monetary relief or other) against Miracles for Kids, or its and its successors, assigns, parent or affiliate entity involving any matter arising out of and involving the subject matter of this Agreement, or involving and based upon any claims, demands, causes of action, obligations, damages, or liabilities, arising from, or in any way related to the volunteer services.

Other: As a volunteer, I expressly agree 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. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Print Name

Signature (Parent, if volunteer is a minor)

Date



VOLUNTEER/INTERN INFORMATION

(PLEASE PRINT)

<input type="checkbox"/> YES <input type="checkbox"/> NO	<i>Sign me up to receive news and volunteer updates from Miracles for Kids.</i>
AFFILIATED SCHOOL/SERVICE ORGANIZATION	
FULL NAME	
ADDRESS	
EMAIL	
CELL PHONE	
AGE, IF MINOR	
PARENT NAME OF MINOR(S)	
EMERGENCY CONTACT	
EMERGENCY PHONE	