

VOLUNTEER APPLICANT - Waiver and Release of Liability

NOTICE: THIS "WAIVER AND RELEASE OF LIABILITY" IS A CONTRACT WITH LEGAL CONSEQUENCES. READ IT CAREFULLY BEFORE SIGNING.

In consideration of the acceptance of my application for voluntary participation in a tree planting project, under the direction and control of the "Vacaville Tree Foundation" a community volunteer organization, I hereby freely agree to and make the following contractual representation and agreement:

I fully realize the dangers involved in participating in a landscaping project and fully assume the risks associated with such participation including, by way of example, and not limited to, the following:
the dangers associated with site preparation and handling, assembling, and planting/installing landscape products and materials;
the dangers from common outdoor unimproved site tripping and slipping hazards;
the dangers involved in operating power tools and using common landscaping tools and techniques;
the dangers from falling and/or mishandled landscaping materials and objects;
the dangers arising from weather conditions, equipment failure, inadequate safety equipment; and, the possibility of serious physical and/or mental trauma or injury and death associated with landscaping projects.

I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (herein collectively 'successors') any and all rights and claims I have or which may hereafter accrue to me against the sponsors of this project, the project organizer, property owner, law enforcement agency, and all public entities, including but not limited to, the Vacaville Tree Foundation, the City of Vacaville, their officers, employees, agents and representatives for any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the project, or travel to or return from the project.

I have no existing medical or mental condition which to my knowledge would endanger myself or others if I participate in this project, or would interfere with my ability to participate in this project.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and should I or my successors assert a claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence.

This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification.

Volunteer Name: _____ Telephone: _____

Volunteer Address: _____

Whom to notify in case of emergency: _____ Telephone: _____

Signature of Volunteer: _____ Date: _____

PARENT OR GUARDIAN of a minor: I as parent or guardian of the above named minor(s), hereby give my permission for my child or ward to participate in this project, and further agree, individually and on behalf of my child or ward, to the terms of the above.

Signature of Parent or Guardian: _____ Date: _____