



By clicking the checkbox where indicated on the volunteer registration form, you, the volunteer, confirms that you have read, understand, and consent to the terms of this waiver agreement:

**RELEASE OF LIABILITY**

You, the 2019 BORP Revolution volunteer, and Bay Area Outreach and Recreation (BORP) agree as follows:

1. The volunteer performs the service of the volunteer's own free will, without promise, expectation, or receipt of remuneration. The volunteer is not an employee or agent of BORP for any purpose and the volunteer's services are not controlled nor mandated by BORP.
2. Volunteers must be 18 years of age or older or minimum 14 years of age and accompanied by an adult.
3. The volunteer understands and agrees that it is possible that the volunteer may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, the volunteer's negligent or intentional acts, or the negligent or intentional acts of others; that while BORP has taken some steps to reduce the chances of injuries or harm to the volunteer, that BORP has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the volunteer or the volunteer's property while the volunteer is engaged in volunteer service; and that the volunteer must take full responsibility for himself or herself and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property.
4. The volunteer agrees to waive and release BORP from any and all potential claims for injury, illness, damage, or death which the volunteer may have against BORP that might arise out of the volunteer's service and to hold BORP harmless there from.
5. The volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the volunteer's negligent or intentional acts during volunteer service, and that to avoid such harm, the volunteer must exercise care and act responsibly in serving others.
6. If any injury or loss to another does occur due to the volunteer's intentional actions or due to volunteer's negligent actions arising outside of the scope of the volunteer's activities, the volunteer must accept the liability for and repair, or make reparations for, the harm done.
7. BORP is not providing the volunteer with insurance coverage for any injuries, conditions, or losses to the volunteer arising out of volunteer activities, except that BORP does provide liability insurance coverage on all BORP vehicles used during service projects.
8. The volunteer must maintain his or her own primary medical insurance and the volunteer's own automobile liability insurance when driving a non-BORP vehicle to cover potential medical and other costs related to the volunteer service; and the volunteer is also encourages to maintain property and life insurance coverage while serving as a volunteer.

9. All costs for injury or loss above the coverage provided by the volunteer's insurance are the volunteer's personal responsibility.
10. In projects where the volunteer will be transporting others in a non-BORP owned vehicle, the volunteer may be required to provide proof of automobile insurance in order to participate.
11. Since volunteers are not BORP employees, BORP does not provide worker's compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.
12. BORP will provide you with a legal defense, upon your request, in response to any claim or action brought against you, arising out of your volunteer service in a program that BORP helps coordinate, where you were acting in good faith and reasonably believed you were acting within the scope of the volunteer activity, and the act in question was not an intentional or knowing act constituting illegal, willful, or wanton misconduct. However, BORP will not defend you in any case where the injury resulted from your operations of a non-BORP motor vehicle, vessel, aircraft, or other vehicle for which a pilot or operator's license is required or where the suite is brought by an authorized governmental officer to enforce a federal, state, or local law.
13. In legal actions in which BORP provides your defense, BORP will pay for reasonable attorney fees, judgments, settlements, or other expenses directly related to your defense only up to the limits presently stated in the appropriate State statutes, one time only per volunteer. BORP will control the defense and you must reasonably cooperate and comply with BORP decisions and procedures.

#### **MEDIA RELEASE**

I hereby authorize and give my full consent to BORP to copyright and/or publish any and all photographs, videotapes, and/or film in which I appear while attending BORP events/activities. I further agree that BORP may transfer, use, or cause to be used these photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes and television programs without limitations or reservations.

#### **GENERAL INFORMATION**

BORP will make the best effort possible to run a fair and accurate 2019 Revolution Volunteer Registration system. The best effort will also be made to honor the slots as presented on the sign-up sheet. BORP expects its volunteers to do the same. However volunteer slots are subject to change, in which case BORP may notify volunteers in advance of an event when significant changes occur. Likewise volunteers are expected to let BORP know when they will be unable to meet their commitments. In most cases volunteer commitments can be changed or canceled online. In any case BORP will not be obligated to hold a slot for any individual even if that individual signed up or allegedly signed up to volunteer for a particular slot. When volunteering please follow all instructions carefully. Most importantly, be sure to click the link(s) in the e-mail(s) that you receive to confirm and highlight your volunteer slot(s). BORP will not be liable for any damages caused or suffered by any individual due to the use or misuse of this 2019 Revolution Volunteer Registration system.