

Volunteer Name: _____

**REBUILDING TOGETHER PENINSULA
VOLUNTEER AGREEMENT, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY**

1. **VOLUNTARY PARTICIPATION:** I acknowledge that I have voluntarily applied to participate in the Rebuilding Together Peninsula (“RTP”) Volunteer Repair Project (the “Project”), a Project in which the homes of low-income persons as well as community facilities will be repaired by volunteers. I understand that as a volunteer I will not be paid for my services, that I will not be covered by or eligible for any insurance coverage (if any) of RTP, Project homeowners or other Project volunteers, sponsors, including but not limited to medical, property and liability insurance, and Workers Compensation benefits. I further agree that my participation in the Project may be terminated at any time by RTP or by me.
2. **ASSUMPTION OF RISK:** I am aware that, in participating in the Project, I may be exposed to personal injury or death or damage to my property as a result of my activities, the activities of other volunteers, the materials or tools used, or the conditions under which my volunteer services are performed. I acknowledge that I will be working within a construction worksite where power tools, supplies, debris, hazardous materials, and other materials will be handled by unskilled volunteer workers and there will exist hazardous conditions within the worksite area. **WITH KNOWLEDGE OF THESE RISKS, I AGREE TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH OR DAMAGE TO MY PROPERTY.** I understand that my own safety is my own personal responsibility, and that I am free at any time to refuse, and should refuse, to do anything on the Project that I feel poses a hazard to me or anyone else, or to my property or anyone else’s. I further understand that I should not use my automobile for any purpose relating to the Project.
3. **RELEASE OF LIABILITY:** In consideration of the opportunity afforded me to participate in the Project, I hereby agree that I, my successors, assignees, heirs, insurers, agents, guardians and legal representatives, will not make any claim against RTP or any of its affiliated organizations, their officers or directors or employees, the suppliers of any materials or equipment that are used during the Project, any of the Project volunteers, sponsors, volunteer coordinators or house captains, or any homeowner, non-profit organizations or landlords participating in the Project (collectively, the “Released Parties”), for injury, death, loss of use or damage arising out of or resulting from the acts or omissions of any person or entity (including without limitation the negligence of any of the Released Parties, whether active or passive, sole or comparative, or other negligence), however caused, arising from or relating to the Project and my participation in it in any way. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I HEREBY WAIVE AND RELEASE ANY RIGHTS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO OR RESULTING FROM THE PROJECT, INCLUDING WITHOUT LIMITATION THOSE ARISING OUT OF PERSONAL INJURY TO ME OR MY DEATH, OR LOSS OF USE OR DAMAGE TO MY PROPERTY.**
4. **MEDIA AUTHORIZATION:** I consent to the unrestricted use by RTP and/or any person authorized by them of any photographs, recordings, interview, videotapes, motion pictures or similar visual or auditory recording of me created in connection with the Project.
5. **MEDICAL RELEASE:** I hereby release and forever discharge the Released Parties from any claim whatsoever that arises or may arise on account of any first aid, treatment, or medical service, including the lack of same or timing of same, rendered in connection with my volunteer work.
6. **CHOICE OF LAW:** California law shall control this agreement. I agree that in the event any provision of this agreement is held invalid by a court, such invalidity shall not otherwise affect the enforcement of the remaining provisions of the agreement.
7. **KNOWING AND VOLUNTARY EXECUTION:** I have carefully read this agreement and fully understand its contents. **I AM AWARE THAT THIS IS A CONTRACT BETWEEN MYSELF AND RTP AND CONTAINS AN ASSUMPTION OF RISK AND RELEASE OF LIABILITY, AND I SIGN IT OF MY OWN FREE WILL.** By signing this agreement, I certify that I am eighteen years of age or older or have delivered the consent of my parent or guardian to RTP. I affirm that I have been given adequate time for my satisfactory review of this agreement and have been given adequate time to ask questions about this agreement to my satisfaction, and I understand that the terms of this agreement will control over any contrary oral or other written agreement or statement.

EXECUTED ON (month-date): _____, 2008

NAME OF VOLUNTEER (PLEASE PRINT)

ADDRESS OF VOLUNTEER (PLEASE PRINT)

SIGNATURE OF VOLUNTEER

CITY STATE ZIP

SIGNATURE OF PARENT / LEGAL GUARDIAN IF
VOLUNTEER IS BETWEEN 14 AND 18 YEARS OF AGE
(A COMPLETED "MINOR MEDICAL WAIVER" FORM
MUST BE ATTACHED)

PRINTED NAME OF MINOR VOLUNTEER

TELEPHONE: _____

EMAIL ADDRESS (PLEASE PRINT)

Witness

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

I CERTIFY THAT THE ABOVE SIGNED VOLUNTEER ACKNOWLEDGED IN MY PRESENCE THAT S/HE HAS READ AND FULLY UNDERSTOOD THE MEANING AND CONSEQUENCES OF THE FOREGOING AGREEMENT AND SIGNED IT IN MY PRESENCE.

Volunteer Survey

Have you volunteered with us before? NO, this will be my first time
 YES 1-2 times 3-5 times 6 or more times

Are you willing to volunteer other times of the year? No Yes Month(s): _____

Do you have construction experience? Yes Type: _____

Check the following if applicable:

I have a special talent I would like to share: _____

I am available: Mon. Tue. Wed. Thu. Fri. Sat. Sun.

REBUILDING TOGETHER PENINSULA MAINTAINS STRICT CONFIDENTIALITY OF ALL RECORDS, ADDRESSES AND PERSONAL INFORMATION. RTP DOES NOT SELL, GIVE OR LOAN THIS INFORMATION TO ANYONE.

ALL VOLUNTEERS SHOULD BE APPROPRIATELY CLOTHED, WITH CLOSED-TOE SHOES, LONG SLEEVES, PANTS, AND SKIN PROTECTION / SUN-SCREEN. WATER WILL BE PROVIDED ONSITE.

SITE CAPTAINS: PLEASE PROVIDE OPTIONAL VOLUNTEER PROFILE FOR RTP RECORD