

White Pony Express
3380 Vincent Road
Pleasant Hill, CA 94595

Office Use Only

ST _____

LT _____

CT _____

Driver _____

VOLUNTEER WAIVER, RELEASE, AND INDEMNITY AGREEMENT

Between
White Pony Express
and

(hereinafter "the volunteer")

This document sets forth the responsibilities and understandings of the volunteer and of White Pony Express regarding the volunteer's participation in volunteer programs partially or wholly coordinated by White Pony Express.

The volunteer and White Pony Express 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 White Pony Express for any purpose.
2. That participation as a volunteer may require periods of standing, walking, bending and stooping for an hour or more as well as lifting up to 40 pounds. These activities will require the exercise of reasonable care to avoid injury. The volunteer should avoid activities beyond his or her capability and agrees to ask for assistance if needed. The volunteer is participating in this activity with knowledge of the hazards and potential dangers involved, and agrees to accept any and all risks of personal injury and property damage.
3. Participation as a volunteer may also include driving personally owned vehicles or vehicles owned by White Pony Express to pick up donations of food or clothing. Volunteers who drive as part of their work for White Pony Express must sign the Personal Vehicle Use Policy and the White Pony Express vehicle policy.
4. If the volunteer is under the age of 18, the volunteer may only participate in volunteer service with the express written consent of the volunteer's parent or guardian.
5. 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 White Pony Express 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.
6. 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.
7. 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 accepts the liability for the harm done.
8. White Pony Express is not providing the volunteer with insurance coverage for any injuries, conditions, or losses to the volunteer arising out of volunteer activities, except that White Pony Express carries insurance on all White Pony Express vehicles used during service projects.

9. The volunteer represents that he or she has primary medical insurance and the volunteer's own automobile liability insurance when driving a non-White Pony Express vehicle to cover potential medical and other costs related to the volunteer service.
10. All costs for injury or loss above the coverage provided by the volunteer's insurance are the volunteer's personal responsibility.
11. Since volunteers are not White Pony Express employees, White Pony Express does not provide workers' compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.
12. The volunteer understands that the materials and tools provided by White Pony Express are and remain the property of White Pony Express, and agrees to return these tools and any remaining materials to White Pony Express at the end of the volunteer service.

As consideration for volunteering for White Pony Express, I hereby agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue White Pony Express or its employees, agents or contractors for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any of its officers, employees, agents, or contractors of White Pony Express as a result of my volunteering. I HEREBY RELEASE AND DISCHARGE White Pony Express AND ITS OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS FROM ALL ACTIONS, CLAIMS, OR DEMANDS THAT I, MY HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES NOW HAVE, OR MAY HAVE IN THE FUTURE, FOR INJURY OR DAMAGE RESULTING FROM MY PARTICIPATION IN THE PROJECT.

By signing below, I confirm that I have carefully read and fully understand its contents. I am aware that this is a release of liability and signed of my own free will.

Volunteer Signature

Printed Name

Date

If the volunteer is under 18 years of age, a parent or guardian must read and sign the following:

This release, its significance, and assumption of risk have been explained to and are understood by the minor.

Date

Parent or Guardian Signature

Printed Name