

**TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY  
EMERGENCY RESPONSE VOLUNTEER LIABILITY WAIVER**

**VOLUNTEER INFORMATION (Please print clearly)**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone no.:** \_\_\_\_\_

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (the "Volunteer"), in favor of Tulare County Health and Human Services Agency, and the County Of Tulare, a California Government Entity, their directors, officers, employees, and agents (collectively, "County").

The Volunteer desires to work as a volunteer for Tulare County Health and Human Services Agency (Agency) and engage in the activities related to being a volunteer (the "Activities"). The Volunteer Understands that the Activities may include registering community members, directing community members, and working at special events.

Volunteer understands that the scope of Volunteer's relationship with County is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer, and that County will not provide any benefits traditionally associated with employment to Volunteer.

**The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:**

**1. Release and Waiver.** Volunteer does hereby release and forever discharge and hold harmless County and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with County.

Volunteer understands that this Release discharges County from any liability or claim that the Volunteer may have against County with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with County, whether caused by the negligence of County or its officers, directors, employees, or agents or otherwise. Volunteer also understands that County does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**2. Assumption of the Risk.** Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to loading and unloading, registering community members, greeting community members, and directing traffic. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases County from all liability for injury, illness, death or property damage resulting from the Activities. Volunteer represents that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in Volunteer Activities.

**3. Medical Treatment.** Volunteer hereby consents to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity. Volunteer does hereby release and forever discharge County from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with County.

**4. Insurance.** I understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

**5. Photographic Release.** Volunteer does hereby grant and convey unto County all right, title and interest in any and all photographic images and video or audio recordings made by County during the Volunteer's Activities with County, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**6. Other.** Volunteer expressly agrees 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. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

**7. Confidentiality.** As I volunteer, I may have access to sensitive or confidential information. This information includes, but is not limited to, identity, address, contact information, and medical information. At all times during and after my participation, I agree to hold in confidence and not disclose or use any such confidential information except as required in my County volunteer activities.

**8. Conduct.** I understand that during my time as a volunteer I will interact with other volunteers, staff, and members of the public, and I agree to conduct myself in a professional manner at all times. I understand that harassment, discrimination, or discourteous behavior of any kind will not be tolerated, and I will be immediately removed from my volunteer assignment should I engage in such conduct.

**8. Termination.** I understand that my volunteer assignment may be terminated at any time by either party to this agreement.

**9. Attestation.** I represent that I do not currently exhibit, and have not exhibited at any point in the last 72 hours, any of the symptoms of COVID-19, which, pursuant to CDC guidelines, include (but may not be limited to), fever, chills, cough, loss of taste or smell, or shortness of breath. I agree that if I begin to develop any of these symptoms or test positive for COVID-19, I will immediately advise the County and will immediately cease all volunteer work.

**10. Attestation.** I understand and do hereby further attest that this information is true, accurate and complete to the best of my knowledge and I understand that any falsification, omission, or concealment of material fact may subject me to civil or criminal liability.

**Volunteer Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_