

IMPORTANT: THIS IS A LEGAL DOCUMENT
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING
ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

San Francisco City Impact (SFCI) is a California nonprofit corporation, providing various services in the Tenderloin community in San Francisco. In this respect, SFCI provides for the distribution of food and meals in areas where community transmission exposure to the coronavirus disease ("COVID-19") is potential. Due to the ongoing spread, severity, and reportedly life-threatening nature of the virus, any person volunteering for SFCI ("Volunteer or Legal Guardian of a Minor Volunteer") **MUST** complete this Agreement BY SIGNING IT **PRIOR** to taking part as a Volunteer or Minor Volunteer in the Activity described below conducted by SFCI.

Volunteer/Minor Volunteer (print full name): _____
Activity: _____
Date: _____ **Location:** _____
D.O.B.: _____ **Cell Phone:** _____ **Email:** _____
Address: _____
City: _____ **State:** _____ **ZIP Code:** _____
Company: _____ **Church:** _____

Guardian/Parent of Minor Volunteer, if applicable (print full name): _____
Address: _____
City: _____ **State:** _____ **ZIP Code:** _____
Cell Phone or Day Phone: _____ **Email:** _____

Health Insurance Carrier: _____ **Phone:** _____ **I.D. No:** _____
Contact Person in case of Emergency: _____ **Relationship:** _____
Cell or Day Time Phone: _____ **Office Phone:** _____

I, _____, the undersigned, certify that I am the Volunteer or the Parent and/or Legal Guardian (the "Guardian/Parent") of the Minor Volunteer named above (the "Minor Volunteer"). I am familiar with the Activity conducted by San Francisco City Impact.

I understand and acknowledge that:

1. COVID-19 has been reported by the worldwide scientific community and by both federal and California state government agencies to be severe and to some extent life-threatening;
2. Due to the rapid spread of COVID-19, local authorities, among which the city of San Francisco and State of California, have issued mandatory sheltering orders, enjoining members of the community, not engaged in essential jobs, to shelter-in-place (stay home);
3. I have therefore no obligation to volunteer and take part to the Activity for the benefit of SFCI and freely consent to participate, absent any constraint, coercion or duress;
4. I will be engaged or my child, the Minor Volunteer, will be engaged, in an Activity that may involve potential COVID-19 limited exposure risks, requiring frequent and close contact with members of the community who may be infected but are not known or suspected by SFCI to be infected with COVID-19 infection;
5. My participation as a Volunteer and potential exposure to persons potentially infected with COVID-19 in the Activity may involve a test of my physical and mental limits and carries with it potential death, serious injury, and property loss, or as a Guardian/Parent, I acknowledge that that the Activity and potential exposure to persons potentially infected with COVID-19 may involve a test of my child's physical and mental limits and carries with it potential death, serious injury, and property loss;
6. I have been informed by SFCI of the public health protocols and guidelines and agree to comply with

them including but not limited to, washing my hands with soap or sanitizer for 20 seconds minimum, wearing gloves and masks if required by SFCI, avoiding touching my face, and complying with the 6-foot social distancing requirement.

7. I confirm that to the best of my knowledge I am not positive for COVID-19 nor to my knowledge have I been exposed to COVID-19 and have no physical symptoms including but not limited to fever, cough and respiratory issues.

I hereby, on my behalf, or as Guardian/Parent on behalf of the Minor Participant, freely, voluntarily, and without duress **AND IN FULL RECOGNITION AND APPRECIATION OF THE HAZARDS AND EXPOSURES INVOLVED, VOLUNTARILY execute this Assumption of Risk, Waiver of Liability and Indemnification Agreement, AND ASSUME ALL OF THE RISKS AND RESPONSIBILITIES INVOLVED AT ALL TIMES THAT I AM VOLUNTEERING FOR SAN FRANCISCO CITY IMPACT**, under the terms below:

1. Volunteering to the Activity

Volunteer will participate or Guardian/Parent authorizes the Minor Participant to participate in the above Activity conducted by SFCI.

2. Release and Waiver

Volunteer or Guardian/Parent of Minor Volunteer does hereby release, forever discharge and hold harmless SFCI or its representatives, officers, directors, members, employees, volunteers, agents, successors and assigns or otherwise (collectively the "Releasees") 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 Participant's participation or from Minor Participant's participation to the Activity with SFCI.

Participant or Guardian/Parent of Minor Participant understands that this Release discharges SFCI and its Releasees from any liability or claim that the Participant or the Guardian/Parent of Minor Participant may have against SFCI with respect to any bodily injury, personal injury, illness, death, or property damage to the Volunteer or the Minor Volunteer arising out of participation in the Activity, or that may result from Volunteer's participation or Minor Volunteer's participation to the Activity with SFCI, whether caused by the negligence of SFCI or its Releasees.

Participant or Guardian/Parent of Minor Participant also understands that SFCI and its Releasees do 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.

3. Volunteer Non-Disclosure Agreement

This Volunteer Non-Disclosure Agreement applies to the Volunteer associated with and/or involved in the activities or affairs of SFCI.

All data, materials, knowledge and proprietary information generated through, originating from or having to do with SFCI or persons associated with its activities, including contractors, is to be considered Confidential Information and is not to be disclosed to an outside party. This includes, but is not limited to, documents, information, designs, printed matter, policies, procedures, conversations, messages (received or transmitted), resources, contacts, email messages, whether internally between staff or outside SFCI Volunteer Programs.

Client/Resident information, including all file information, is not to be disclosed to any third party under any circumstances without written consent from SFCI.

Any disclosure, misuse, copying or transmitting of any material, data, or information, whether intentional or unintentional, will subject SFCI to prosecution or monetary damages.

The signature of the Volunteer or Guardian/Parent of Minor Volunteer below acknowledges his/her agreement to the aforementioned terms.

4. Assumption of Risk & Indemnification

Participant or Guardian/Parent of Minor Participant hereby agrees expressly and specifically assumes the risk of injury, harm, or to potential COVID-19 community transmission exposure of Volunteer or of Minor Volunteer in the Activity and agrees to release, waive, covenant not to sue, indemnify and hold harmless SFCI, and all of its Releasees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Volunteer or Volunteer/Guardian of Minor Volunteer on behalf of Minor Volunteer or any loss or damage to any property belonging to Volunteer or to Parent/Guardian of Minor Participant on behalf of Minor Participant arising out of or related to his or her participation in any Activity conducted by SFCI.

5. Medical Condition

Volunteer or Guardian/Parent of Minor Volunteer acknowledges that the Activity may involve a test of the Volunteer or of the Minor Volunteer's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those connected to potential COVID-19 community transmission exposure and/or caused by terrain, facilities, temperature, weather, condition of Participants, equipment, vehicular traffic, lack of hydration, and actions of other people, including, but not limited to, Participants, SCFI, and Releasees of SFCI.

Participant or Guardian/Parent of Minor Participant hereby certifies and warrants that Volunteer or Minor Volunteer does not have any pre-existing medical condition, medical treatment or health-related reasons, issues or problems that would prevent or preclude Volunteer's participation or Minor Volunteer's participation in the Activity conducted by SFCI or that could cause or aggravate any injury or medical condition to Volunteer or to Minor Volunteer.

Volunteer or Guardian/Parent of Minor Volunteer hereby certifies that Volunteer or Minor Volunteer is physically fit, has sufficiently been prepared or trained for participation in the Activity and has not been advised not to participate by any qualified medical professional.

Additionally, Volunteer or Guardian/Parent of Minor Volunteer hereby confirms that to the best of his or her knowledge, Volunteer or Minor Volunteer is not positive nor has been currently exposed to COVID-19 and has no physical symptoms including but not limited to fever, cough and respiratory issues. Volunteer or Guardian/Parent of Minor Volunteer does hereby release and forever discharge SFCI and its Releasees from any claim whatsoever which arises or may hereafter arise on account of injury or medical or mental issue that may arise in in connection with the Volunteer 's participation or the Minor Volunteer's participation in any Activity conducted by SFCI.

6. Consent to Medical Treatment

Volunteer or Parent/Guardian of Minor Volunteer hereby consents for Volunteer or Minor Volunteer to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Activity.

Volunteer or Guardian/Parent of Minor Volunteer does hereby release and forever discharge SFCI and its Releasees 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 participation or the Minor Volunteer's participation in the Activity conducted by SFCI, or with the decision by any Releasee of SFCI to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Volunteer's Authorization for Treatment or the Parental Authorization for Treatment of a Minor Volunteer.

7. Insurance

Volunteer or Guardian/Parent of Minor Volunteer hereby confirms that Volunteer or Guardian/Parent of Minor Volunteer has adequate health insurance and/or liability insurance or sufficient assets:
-to cover the costs of treatment in the event of any injury or medical or mental issue TO Volunteer or TO Minor Volunteer while taking part to the Activity conducted by SFCI; or,

-to cover any injury or medical or mental issue expenses that may be caused BY Participant or BY Minor Volunteer, while taking part to the Activity conducted by SFCI, to any other participant taking part to the Activity including but not limited to the Releasees of SFCI.

8. Photographic Release

Volunteer or Guardian/Parent does hereby grant and convey unto SFCI all right, title and interest in any and all photographic images and videos, films likeness or audio recordings made by SFCI during the Volunteer's or Minor Volunteer's participation to any Activity conducted by SFCI, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings, and to be used for any legitimate purpose by the Activity holders, producers, sponsors, organizers and assigns.

9. Miscellaneous

Volunteer or Guardian/Parent of Minor Volunteer agrees that the forum of any lawsuit arising out of or related to participation in the Activity shall be governed by and construed in accordance with the laws of the state of California, without application of any principles of choice of law. Volunteer or Guardian/Parent of Minor Volunteer shall pay any reasonable attorneys' fees or costs incurred by SFCI or its Releasees in their defense of any dispute claim or action arising out of this Agreement. If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall continue in full force and effect.

Volunteer or Guardian/Parent of Minor Volunteer acknowledges that signing this agreement allows San Francisco City Impact the ability to contact them if need be.

VOLUNTEER OR GUARDIAN/PARENT OF MINOR VOLUNTEER HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN VOLUNTEER OR GUARDIAN/PARENT OF MINOR VOLUNTEER AND SFCI AND ITS RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

VOLUNTEER OR GUARDIAN/PARENT OF MINOR VOLUNTEER DOES HEREBY RELEASE AND FOREVER DISCHARGE FROM LIABILITY AND AGREES TO INDEMNIFY AND HOLD HARMLESS SFCI AND ITS DIRECTORS, MEMBERS , OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, VOLUNTEERS, SUCCESSORS AND ASSIGNEES (RELEASEES), REPRESENTING OR RELATED TO SFCI, FROM ANY AND ALL LIABILITY, CLAIMS AND DEMANDS OF WHATEVER KIND OF NATURE, EITHER IN LAW OR IN EQUITY, WHICH MAY ARISE OR MAY HEREAFTER ARISE FROM THE PARTICIPATION OF VOLUNTEER OR OF MINOR VOLUNTEER IN THE ACTIVITY. THIS RELEASE IS FOR ANY AND ALL LIABILITY FOR PERSONAL INJURIES (INCLUDING DEATH) AND PROPERTY LOSSES OR DAMAGE OCCASIONED BY, OR IN CONNECTION WITH THE PARTICIPATION OF VOLUNTEER OR MINOR VOLUNTEER IN THE ACTIVITY CONDUCTED BY SFCI.

VOLUNTEER

_____ I am signing this Agreement as a Volunteer for my own personal benefit. I acknowledge and certify that I am eighteen (18) years of age or older and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature of Volunteer

Date

GUARDIAN/PARENT OF MINOR VOLUNTEER IF APPLICABLE

_____ I am signing this Agreement on behalf of a Minor Volunteer. I acknowledge and certify that I am the Guardian/Parent of the Minor Volunteer. I acknowledge and certify that I am eighteen (18) years of age or older and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of Minor Volunteer.

Signature of Legal Guardian and/or Parent of Minor Volunteer

Date