



Volunteer Release and Waiver of Liability

Thank you for volunteering with Carmel Cares (the "Organizer") to participate in projects that involve performing activities on Carmel-by-the Sea (the "City") property. By completing and signing this form you agree to release the Organizer and the City of all liability while you are serving as a volunteer. This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____, _____ by _____ (the "Volunteer") in favor of the Organizer and the City, as well as their officers, agents, employees, and organizations. The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

No Employment and No Payments: I understand that I am to receive no payment for services from the City. I am not an employee and will receive no benefits.

Release and Waiver: Volunteer does hereby release and forever discharge and hold harmless the Organizer and the City and their successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's activities within the City.

Volunteer understands that this Release discharges the Organizer and City from any liability or claim that the Volunteer may have against the Organizer or the City with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's activities within the City, whether caused by the negligence of the Organizer, the City or their officers or assigns.

Volunteer also understands that the Organizer and the City 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.

Assumption of the Risk: Volunteer desires to participate in landscaping cleanup activities which may include working on easements located along roadways throughout Carmel. Volunteer also hereby expressly and specifically assumes the risk of injury or harm in the activities and releases the Organizer and the City from all liability for injury, illness, death or property damage resulting from the volunteer activities.

Medical Treatment: Volunteer does hereby release and forever discharge the Organizer and the City 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.

Insurance: The Volunteer understands that the Organizer and City of Carmel do not carry or maintain health, medical or disability insurance for Volunteer. It is the responsibility of the Volunteer to determine if their insurance covers Volunteer activities. Volunteer has an active medical insurance policy with the following provider: _____.

Follow CDC Guidelines: The Volunteer will respect CDC guidelines that are in effect. This could include social distancing by staying at least 6 feet from other people, wearing a facemask whenever you are working in a public area, staying home if you have symptoms, and washing your hands often.

Media Release: The Volunteer grants Carmel Cares permission to the rights of their image and voice as recorded for use on promotional videos and on social media without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed at public events and on the internet and waive the right to inspect or approve the finished product wherein my likeness appears.

Volunteer Safety Guidelines: Carmel Cares has been given permission by the City of Carmel to have its Volunteers conduct maintenance and improvement projects throughout the City. As part of this agreement, Carmel Cares Volunteers must adhere to the following Safety Guidelines to minimize the chances of injuries and to minimize any inconvenience to locals and visitors while our projects are underway. Prior to participating in any Carmel Cares project, your Project Manager will review these guidelines with you and will have you acknowledge receipt by signing this document.

Your safety and the safety of those around you is our number one priority. Whenever conducting any activity, always consider whether you are taking any risk of injury to yourself or others. If you are in any doubt, do NOT undertake the task. Many times, we have professionals assisting us from private landscaping companies or the City Public Works Department. They are trained to handle tasks with inherent risks.

1. Always be aware of your surroundings and the effect that your work could be causing to yourself and others. Please pay attention and focus on your task. Inattention and not being aware of your surroundings can cause injury to yourself and others.
2. Always use Carmel Cares A-frame signage to alert passersby that our project is in progress. Have your Project Manager put out cones to alert for an existing hazard.
3. Always wear clothing that can protect you from the environment in which you are working. This includes sturdy shoes, jeans, long-sleeve shirts, work gloves and a hat to protect you from the sun. Sturdy gloves will help deter injury from sharp objects like glass and metal which may have been discarded in areas we are maintaining. It is your responsibility to wear protective clothing.
Always use the proper tool for the job and use the tools properly. Seek out guidance if you are unsure of which tool to use or how to use the tool by asking a professional. You should use tools to clear out underbrush rather than using your hands. Unless you have proper training and experience using power tools, you should let professionals handle those tasks. When using cutting tools to do trimming, be very aware that they are sharp and have great leverage power. Careless use can cause serious injury. Never leave your tools in areas that could cause someone to trip on them or be hurt.
4. Work in a team of two people, when at all possible and it makes sense, to help increase the level of safety for the participants and to call for help if there is an accident.
5. Wear eye protection especially when using blowers, weed whackers, trimming trees or working in brush. Branches of plants can spring back, or debris can enter the eyes causing serious injuries. Protective goggles will be available for your use on site. Please ask the Project Manager for any protective gear that you may not have.
6. Do not lift heavy objects that might strain your back or your legs. Any lifting should be done using your legs, not your back. Do not overload garbage bags. Get assistance from professionals on site to help with any objects that you cannot handle or leave for Public Works to pick up later.

7. Be cautious when working near traffic such as in center medians, in the roads cleaning gutters or on the shoulders of roads. Always wear safety vests with reflective colors and face traffic to be aware of approaching cars. Wait until traffic has cleared before continuing work. If working in a defined area, place safety cones out to alert drivers. Public Works should be notified if you are going to do work on major thoroughfares like Ocean Avenue, San Carlos Street, Junipero Street or Carpenter Street. You can get cones and vests from your project manager before starting your task.
8. Do not climb trees. Public Works has professionally trained staff for this.
9. Do not walk on the coastal bluffs. Public Works or other professionals will do any tasks that involve the coastal bluff areas.
10. I have read the above Safety Guidelines and agree to follow them whenever participating in a project for Carmel Cares.

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.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year above.

****** If Volunteer is under the age of 18 a parent or legal guardian must also sign.

Date: _____

Volunteer Name (Printed): _____

Volunteer Signature: _____

Mailing Address: _____

Carmel Physical Address: _____

Phone number: _____ Email: _____

******Parent/Guardian: _____ Printed: _____

In case of emergency, please contact:

Name: _____ Relation: _____ Phone: _____

Areas of Interest:

- ☐ Pick Up Posse Village ☐ Pick Up Posse Beach ☐ Pick Up Posse Scenic Pathway
- ☐ Scenic Pathway Restoration (Wed Cleanup) ☐ Forest Theater ☐ Downtown Detail
- ☐ Median Minder ☐ Cherry Center ☐ Other _____