



Westminster **Free Clinic**

Volunteer Activities Participation Form

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF WESTMINSTER FREE CLINIC AND ITS OFFICERS, PRINCIPALS, DIRECTORS, MEMBERS, VOLUNTEERS, MANAGERS, ADVISORS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, INSURERS, ASSOCIATED ENTITIES (INCLUDING CHURCHES AND SYNAGOGUES) AND SUCCESSORS AND ASSIGNS (“THE RELEASEES”).

This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (the “Release”) is executed this ___th day of _____ by _____ (“Participant”) in favor of Releasees in consideration of being able to participate as a volunteer in the Westminster Free Clinic.

1. Inherent Risks. I understand and acknowledge that participation as a volunteer in the Westminster Free Clinic (the “Activity”), does by its very nature, pose the potential risk of serious injury, including psychological injury, illness or death. These risks include but are not limited to, the following:

i. Verbal abuse or physical attack by patients

ii. Communicable disease

2. Assumption of Risk. I acknowledge, understand and agree that participation in the Activity is completely voluntary and that I am not an employee of Westminster Free Clinic. I agree to assume liability and responsibility for any and all potential risk, including those which are the results of the negligence of the Releasees.

3. Confidentiality. I also acknowledge, understand and agree that information involving specific patients is confidential and may not be discussed or released outside the Westminster Free Clinic without the permission or except by the direction of the attending Physician.

4. Express Release of Liability. I hereby agree that I, my assignees, heirs, distributees, parents, guardians and legal representatives will not make a claim against, sue or attach the property of Releasees on account of injury, death or damage resulting from the negligence or other acts, howsoever caused, by Releasee as a result of my participation in the Activity. I hereby release Releasees from all actions, claims or demands that I, my assignees, heirs, distributees, parents, guardians and legal representatives now have or may hereafter have for injury or damage resulting from my participation in the Activity.

5. Indemnity. I agree to indemnify, and save and hold harmless the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with my participation in the Activity.

6. Governing Law. I expressly agree that the Release is governed by the laws of the State of California and is intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of this Release is determined to be invalid or unenforceable for any reason, the balance of the Release shall not be affected or impaired in any way and shall continue in full legal force and effect.

7. Attorney's Fees. I acknowledge that the Release is a contract and agree that if a lawsuit is filed against Releasees for any injury or damage in breach of this contract, I will pay all attorney's fees and costs incurred by the Releasees in defending such action.

I have carefully read the Release. I fully understand it is a promise not to sue and to release the Releasees for all claims. I have made a free and deliberate choice to sign this Release as a condition to Releasees' allowing Participant to participate in the Activity.

Participant's Name (*please print*): _____ DATE: _____

Participant's Signature: _____

*****If Under the Age of 18 Your Parents Must Sign*****

We understand and agree to the above and consent to the participation of the above named individual.

Parent or Guardian Name (*please print*): _____ DATE: _____

Parent or Guardian Signature: _____

***This form must be signed and returned to participate in the program.**