

CENTRAL PARK GARDENS OF DAVIS

AGREEMENT GOVERNING VOLUNTEER PARTICIPATION AND RELATED AGREEMENTS

The Participant named and signing below enters into the following agreement (the “agreement”) with Central Public Gardens of Davis, a California nonprofit public benefit corporation (CPG), governing the Participant’s participation as a volunteer in any work, projects, or activities undertaken by CPG.

Nature of Agreement: In exchange for the opportunity to participate as a volunteer in CPG’s work of caring for and developing the gardens of Central Park in Davis and engaging in any other projects or activities in connection with CPG’s work, Participant enters into this agreement. Participant acknowledges that he or she would not be permitted to engage in any such work or activity without signing this agreement and fully consenting to its terms. Participant also acknowledges that his or her work or activity with CPG is undertaken solely as a volunteer, without any anticipation of payment or compensation of any kind, and at his or her own request and sole risk as provided in this agreement. Participant is not an employee nor does this agreement create or result in any legal relationship apart from that of a volunteer.

Release and Waiver of Liability: Participant, on behalf of himself or herself and for any of his or her heirs, successors, executors, personal representatives, and assigns, does hereby release, waive, discharge, and promise not to sue CPG, the City of Davis, the University of California and the Regents of the University of California, and University of California Master Gardeners of Yolo County, and any of their respective directors, officers, employees, and agents (collectively “the Releasees”), from liability for any and all claims, including the negligence, whether active, passive, or other negligence of any kind, of the Releasees, resulting in personal or bodily injury (including death), accidents, or illnesses, and property damage or loss of any kind, in connection with Participant’s engagement or participation in any CPG work or project, and in any activity and any use of City or University of California premises and facilities.

Assumption of Risks: Participant acknowledges that his or her participation in any work of activity as a CPG volunteer is accompanied by a variety of risks that arise from or are connected with the work or activity. The specific risks may vary from one activity or project to another, but include the following examples: (1) minor injuries such as scratches, bruises, and sprains, to (2) major injuries such as eye injury, joint or bone injuries, heart attacks, and concussions, to (3) catastrophic injuries such as paralysis and death. Participant hereby expressly and voluntarily assumes any and all risks associated with any CPG-related work or activity, including without limitation the specific risks enumerated above, as well as any other risks in any way connected with any such work or activity, regardless of the presence or absence of any active, passive, or other negligence or fault on the part of the Releasees or anyone else.

Indemnification and Hold Harmless: Participant also agrees to indemnify and hold the Releasees harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including without limitation any attorney’s fees incurred by Releasees on account of any such matters or to defend against any such claims, actions, or suits, arising out of Participant’s involvement in any CPG-related work or activity. Participant further agrees to reimburse Releasees, within thirty (30) days following written demand by them, for any expenses or financial consequences, including without limitation any attorney’s fees, incurred by Releasees arising from any such involvement. This indemnification applies to any of the described matters whether it relates to injuries actually or allegedly suffered by Participant or anyone else. This indemnification also applies to the active, passive, or other negligence or fault of any Releasee to the maximum extent allowed by law.

Breadth and Severability: Participant agrees that this agreement is intended to be as broad and inclusive as permitted by law with respect to each and every matter described herein. Should any portion of the agreement be held invalid for any reason, the remaining portions will continue to have full legal force and effect.

Governing Law and Jurisdiction: The agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the courts of the State of California.

Publicity Consent: Participant consents to the unrestricted use in any form or any photographs, interviews, films, or other visual or auditory recordings in any medium, including without limitation the Internet, of the Participant that the Releasees may create in connection with any participation as a volunteer at the Central Park Gardens in Davis. Participant waives any right to inspect or approve any products, expressions, or depictions of any of the above matters and acknowledges that he or she is not entitled to any compensation for creation or use of any such product, expression, or depiction.

Complete Agreement: Participant acknowledges that this is a complete agreement between the parties and that there are no representations, covenants, promises, conditions, terms, understandings, or agreements of any kind between the parties except as set forth in this agreement. This agreement may not be altered or amended except in a writing signed by both Participant and CPG.

Acknowledgment of Understanding: Participant has read this agreement and all parts of it. He or she acknowledges full understanding of all its terms, and further understands that he or she is giving up substantial rights, including the right to sue for serious injuries. Participant confirms that he or she is signing the agreement freely and voluntarily and intends his or her signature to be a complete and unconditional release of all liability, assumption of risk, and indemnity agreement to the greatest extent allowed by law.

Participant Name (print) _____ Date of Birth _____

Participant Signature _____ Date _____

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

I, the parent/legal guardian of the Participant, hereby agree to the above on behalf of the Participant.

Parent/Guardian Name (print) _____ Signature _____ Date _____