

VOLUNTEER WAIVER, RELEASE, AND INDEMNITY AGREEMENT

between

NORTH VALLEY COMMUNITY FOUNDATION

and

(hereinafter "the Volunteer")

This agreement sets forth the responsibilities and understandings of the Volunteer and of North Valley Community Foundation (hereinafter "Foundation"), regarding Volunteer's participation in volunteer programs, projects and/or services partially or wholly coordinated by Foundation through Fund Advisors.

The Volunteer and Foundation agree as follows:

1. The Volunteer performs the service of the Volunteer's own free will, without promise, expectation, or receipt of compensation. The Volunteer is not an employee or agent of Foundation for any purpose and the Volunteer's services are not controlled nor mandated by Foundation.
2. If the Volunteer is under the age of 18, the Volunteer may only participate in Volunteer service with the express written consent of the Volunteer's parent or guardian.
3. The Volunteer understands and agrees that it is possible that the Volunteer may be injured or otherwise harmed during Volunteer service due to accidents, acts of nature, the Volunteer's negligent or intentional acts, or the negligent or intentional acts of others; that Foundation has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the Volunteer or the Volunteer's property while the Volunteer is engaged in Volunteer service; and that the Volunteer must take full responsibility for himself or herself and assume the risk of harm, damage or loss while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property.
4. The Volunteer agrees to waive and release from any and all potential claims for injury, illness, damage, or death which the Volunteer may have against Foundation that might arise out of the Volunteer's service and to hold Foundation harmless there from.
5. The Volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the Volunteer's negligent or intentional acts during Volunteer service, and that to avoid such harm, the Volunteer must exercise care and act responsibly in serving others.
6. If any injury or loss to another does occur due to the Volunteer's intentional actions or due to Volunteer's negligent actions arising outside of the scope of the Volunteer's activities, the Volunteer must accept the liability for and repair, or make reparations for, the harm done.
7. The Volunteer must maintain his or her own primary medical insurance and the Volunteer's own automobile liability insurance when driving a non-Foundation vehicle to cover potential medical and other costs related to the Volunteer service; and the Volunteer is also encouraged to maintain property and life insurance coverage while serving as a Volunteer. All costs for injury or loss above the coverage provided by the Volunteer's insurance are the Volunteer's personal responsibility.
8. In projects where the Volunteer will be transporting others in a non-Foundation owned vehicle, the Volunteer shall provide proof of automobile insurance in order to participate.
9. Since Volunteers are not Foundation employees, Foundation does not provide worker's compensation coverage for injuries or illnesses to the Volunteer arising out of Volunteer activities.

By signing below, the parties confirm that they have read, understand, and consent to the terms of this waiver agreement.

Volunteer or Parent/Guardian signature

Dated _____

Program or Project name (Fund name)

Accepted by Foundation:

Signature

Dated _____

Title