



## **HUNTINGTON BEACH POLICE DEPARTMENT VOLUNTEER RELEASE & WAIVER OF LIABILITY AGREEMENT**

This Agreement is made effective the \_\_\_\_ of \_\_\_\_\_, 202\_, by and between the Police Department of the City of Huntington Beach ("Department") and \_\_\_\_\_ ("Volunteer").

1. **Assumption of Risk.** I understand that my work for the City may include activities that are hazardous and/or physically strenuous and that I may be exposed to personal injury or damage to my property as a result of my activities, the activities of other persons, or the conditions under which my services are performed while participating in City volunteer activities. Though the City will provide me with support, supervision, training, and supplies to accomplish assigned tasks, I agree to the following:

- a. I will follow all instructions provided by the City, its employees, or volunteer coordinators.
- b. I will only use equipment that I know how to operate and use safely.
- c. I will not undertake any activity for which I do not feel sufficiently prepared or able and until I have received instructions.
- d. I will take all reasonable precautions to avoid injury to myself and to others and damage to property.
- e. Finally, except as provided below, I agree to assume the risk of injury or harm and release the City, its officers, directors, employees, and other City volunteers from all liability for injury, illness, death, or property damage arising from my work as a volunteer.

2. **Waiver and Release.** Except for automobile accidents while driving in my capacity as a volunteer for the City, I hereby release and forever discharge and agree to indemnify, protect, defend and hold the City, its elected officials, boards, commissions, officers, agents and employees free and harmless from any and all claims, liabilities, losses, liens, damages, costs and expenses resulting from injury or death of any person or persons' property damage or that may arise out of my work as a volunteer other than as caused by the negligence or willful misconduct of the City. I understand that this release discharges the above entities from any liability that may result from my work.

3. **Medical Treatment.** I release and discharge the City from any claim that arises or may arise due to any first aid, medical treatment, or service rendered to me.

4. **Health Insurance.** The City does not have responsibility for providing any health, medical or disability insurance coverage for me. IT IS MY RESPONSIBILITY AS A VOLUNTEER TO ENSURE I HAVE MEDICAL/HEALTH INSURANCE.

5. **Automobile Insurance.** The City agrees that it will cover the costs of an accident or personal injuries resulting from driving or as a passenger in a personal vehicle or a City vehicle while performing volunteer work for the Department. I will maintain a valid driver's license and valid auto insurance. This City coverage does not include willful or gross negligence (including driving while under the influence of alcohol or drugs).

6. **Photographic Release.** I grant the City the right to use photographic images and video or audio recordings of me that are made by the City or others during my volunteer work for the City.

7. **Duration of Release.** My acceptance of the terms in this Agreement applies as long as I volunteer for the City.

8. **Scope of Release and Waiver.** I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of California and that this Agreement is governed by and will be interpreted according to the laws of California. I execute this Agreement on behalf of myself, my heirs, and my assigns and intend that it be applicable and binding thereto. I understand and intend that should any part of this Agreement be ruled invalid by a court, the other parts will remain valid and continue to be in effect.

Dated:

City of Huntington Beach

By: \_\_\_\_\_  
Police Chief

City of Huntington Beach

By: \_\_\_\_\_  
City Attorney *du*

Dated:

VOLUNTEER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Phone Number