

**BIG BEAR MUNICIPAL WATER DISTRICT
VOLUNTEER WAIVER AND RELEASE FORM**

The following Waiver and Release applies to the following named volunteer of **Big Bear Municipal Water District** ("District"):

_____ (hereafter "Volunteer").
[Print Volunteer Name]

As of (date) _____, **Volunteer** agrees as follows:

1. Assumption of Risk

Volunteer hereby assumes the risk of, and responsibility for, any personal injury including death, and/or damage Volunteer may sustain arising out of or in any way connected with the activity described on the attached form. This includes any injury not covered by Workers' Compensation benefits, as described below, and death or damage resulting from any acts or omissions, whether negligent or not, by or on behalf of the District, their officials, employees, volunteers, or contractors. Volunteer expressly assumes all risks of the activity described on the attached form.

2. Workers' Compensation

Volunteer has been advised the District's Worker's Compensation policy covers volunteers and employees. Volunteer also understands under Workers' Compensation Laws, Workers' Compensation benefits will be Volunteer's sole remedy in the event the Volunteer is injured while performing the described volunteer activity.

3. Volunteer is Not an Employee

I wish to volunteer for the District. I specifically acknowledge I am engaging in this activity as a volunteer and not as a District employee, agent, official, officer or representative. I further acknowledge that I am not entitled to any compensation, benefit or health or dental insurance coverage from the District, or any District event promoter, sponsor or organizer. Nor will I make such a claim.

4. Familiarity With Safe Operations

I will perform tasks that are within my physical capability, and I will not undertake tasks that are beyond my ability. I will not participate if under the influence of alcohol or illegal drugs. I am familiar with the safe operation and use of machinery, equipment and tools that I may use. I will not undertake to use any machinery, equipment or tools with which I am unfamiliar or which I do not know how to safely use. I have received appropriate instruction regarding the Volunteer events, including appropriate safety and emergency procedures. I fully understand those instructions, and I agree, after proper inspection, to use only the supplies, tools and

equipment provided by District to me. I will perform only those functions assigned, observe all safety rules, and use care in the performance of my assignments.

5. Release

With the exception of Workers' Compensation benefits, Volunteer hereby releases, waives and discharges the District, its officials, officers, employees, agents, volunteers, and contractors from any and all liability, claims or causes of action arising out of or in any way connected with the activity described in this release, or upon their acts or omissions, whether negligent or not ("Waiver"). Volunteer hereby agrees to this Waiver on behalf of Volunteer, Volunteer's heirs, executors, administrators and assigns.

Volunteer understands and has been advised that the Volunteer may have rights under Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Volunteer expressly waives any rights conferred under California Civil Code section 1542, as well as any similar law or any state or territory of the United States. Volunteer releases the District, their officials, officers, employees, agents, volunteers, and contractors and waives all actions, and demands Volunteer, Volunteer's heirs, executors, administrators and assigns now have or may hereafter have for any personal injury, including death, and property damage Volunteer may incur arising out of or in any way connected with the activity described in the attached form, including damage incurred as a result of the negligence of District, its officials, officers, employees, agents, volunteers and contractors.

6. Indemnification

Volunteer hereby agrees, on behalf of Volunteer and Volunteer's heirs, executors, administrators and assigns, to defend, indemnify and hold harmless the District, its officials, officers, employees, agents, volunteers and contractors, from any and all claims for compensation, personal injury, property damage and wrongful death caused by Volunteer's negligence or willful misconduct.

7. Knowing and Voluntary Execution

Volunteer has carefully read this Waiver and Release Form and fully understands its contents. Volunteer understands that he or she is given up valuable legal rights. He or she knowingly and voluntarily gives up these rights of his or her own free will. He or she is allowing the activity described on the attached form to take place at Volunteer's own risk.

This Waiver and Release Form is entered into this _____ day of _____, _____ in Big Bear Lake, California.

Dated: _____

Signature of Volunteer

Print Name of Volunteer

Print Address

Declaration of Witness

The above individual, in my presence, acknowledged that he or she had read and fully understood the meaning and consequence of the Waiver and Release Form, and Volunteer signed in my presence.

Dated: _____

Signature of Witness

Print Name of witness

All Volunteers under the age of 18 must have a parent or legal guardian complete section B:

Section B

Name of Parent or Legal Guardian of Volunteer:

Print name of parent or legal guardian

I am the parent or legal guardian of Volunteer. I understand that the Volunteer may incur personal injury or property damage by volunteering for the activity described in the attached form. I have read and understand Section A of this Waiver and Release Form. By my signature below, I agree to all the terms of Section A on behalf of the Volunteer. I agree that the waivers and releases of Section A apply to me and any actions, claims, or demands that I may bring, in my own name or on behalf of Volunteer, arising from the Volunteer's participation in the volunteer activity described in the attached form, excepting any Workers' Compensation claims as described above.

This Waiver and Release Form is entered into this _____ day of _____, _____ in Big Bear Lake, California.

Signature of Parent or Legal Guardian

Print Address

Declaration of Witness

The above individual, in my presence, acknowledged that he or she had read and fully understood the meaning and consequence of the Waiver and Release Form, and Volunteer signed in my presence.

Dated: _____

Signature of Witness

Print Name of witness