

Pepperdine University Volunteer Center Programs Assumption of Risk, Waiver of Liability, Indemnity, and Terms of Participation Agreement

The purpose of the Pepperdine Volunteer Center (PVC) is to promote service among students, faculty, and staff of Pepperdine University and to serve the needs of neighboring communities. While Pepperdine University is pleased to assist in the development and implementation of the PVC, the University's role is limited to that of liaison between individuals in the community and volunteers. Pepperdine University makes no attempt to select or screen community members or volunteers. Rather, participation is based solely on the volunteer's desire to serve and the community member's stated needs. In consideration of my voluntary participation in PVC Programs from September 6, 2014 to July 31, 2015 (Programs), I, for myself, my heirs, personal representatives or assigns, agree as follows:

ASSUMPTION OF RISK: I understand and acknowledge that my participation in the Programs involves many significant risks. These risks include, but are not limited to: 1) minor injuries such as scratches, cuts, bruises, blisters, pulled or torn muscles, fatigue, dehydration, and sunburn to 2) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones and fractures, heart attacks, concussions, and emotional distress to 3) catastrophic injuries including disfigurement, paralysis, and even death. **Nonetheless, I acknowledge that my participation in the Programs is voluntary and that I assume all risks, whether known or unknown.**

WAIVER OF LIABILITY: I release, waive, discharge, and covenant not to sue, Pepperdine University, its Board of Regents, directors, officers, employees, agents, or volunteers and all of their affiliates (collectively the "University") from all liability to me that may be caused by any act, failure to act or negligence by the University, myself, or any third party, the condition of the premises or of any equipment used, travel to or from the Programs, or from the unavailability or inadequacy of emergency medical care. I understand that I am waiving my rights to recover all damages from the University for any physical or mental injury (including death), social and economic loss, and damage to or loss of property, relating to or arising out of my participation in the Program.

DEFEND, INDEMNIFY AND HOLD HARMLESS: I agree to defend, indemnify and hold the University harmless from any and all claims, actions, suits, judgments, costs, expenses, damages and liabilities, including attorney's fees, which in any way relate to or arise from my participation in the Programs.

MEDICAL CONSENT & INSURANCE: I have read this agreement and understand that there are risks associated with my participation in the Programs. I understand that I should obtain a physical examination and permission from my physician prior to my participation in the Programs. In the event of a medical emergency, I consent to medical treatment where I am unable to consent to such treatment. I will be financially responsible for any costs of such treatment. I agree that I will not hold the University responsible for any claims resulting from medical treatment.

I understand that the University does not carry medical or accident insurance for those participating in the Programs. I certify that I have adequate health and accident insurance. If my insurance coverage becomes inadequate, or if coverage terminates, I agree not to participate in the Programs.

POLICIES AND PROCEDURES & TERMINATION OF PROGRAM PARTICIPATION: I acknowledge reading and knowing all of the policies and procedures relating to my participation in the Programs and I agree to abide by them.

I further understand and acknowledge that my participation in the Programs is a privilege, not a right. The privilege may be revoked or terminated at any time.

PHOTOGRAPH RELEASE: I hereby authorize the University and its associates or assignees, or anyone acting under its authority or permission, the irrevocable and unrestricted right and permission to:

- a) Record my participation and appearance on a videotape, audiotape, photograph, digital, electronic or any other medium.
- b) Use my name, likeness, voice and biographical material in connection with these recordings.
- c) Use, reproduce, exhibit or distribute in any medium (e.g., print publications, Internet) these recordings in whole or in part for any purpose that the University deem appropriate, including promotional or advertising efforts.

I waive any right that I may have to inspect or approve the finished product or products that may be used in connection therewith or the use to which it may be applied. I release, discharge, and agree to hold harmless the University, its heirs, legal representatives, and assigns, and all persons acting under its permission or authority, or those for whom they are acting, from liability by virtue of any distortion, alteration, inaccuracy, whether intentional or otherwise, that may occur or be produced in the recorded presentation material or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel, slander, false light, or invasion of privacy. I understand that all such recordings, in whatever medium, shall remain the property of the University and that I am not entitled to any compensation from the University for use of the recordings.

SEVERABILITY: If any provision of this document is determined to be illegal, invalid or otherwise unenforceable, then to the extent necessary to make such provision legal, valid or otherwise enforceable, such provision will be limited or severed from this document, and the remaining portions of this document agreement will survive in full force.

PRINT Name: _____

CWID: _____

ACKNOWLEDGMENT OF UNDERSTANDING: I AM 18 YEARS OR OLDER. I HAVE READ THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNITY, AND TERMS OF PARTICIPATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE AND RECOVER DAMAGES. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND THAT MY SIGNATURE INDICATES A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature: _____

Date: _____

IF UNDER 18 YEARS, CONSENT AND RELEASE ON BEHALF OF MINOR

I am the parent or legal guardian of the above named minor. I consent to the minor participating in the Programs. I have read and understand that the above agreement involves surrendering substantial legal rights of the minor and myself. I agree to be bound by all terms of the above agreement.

Signature of Minor's Parent or Guardian: _____

Date: _____

Jumpstart for Young Children (hereafter “Jumpstart”) requires each Non-Corps Member Volunteer (hereafter “Volunteer”) to read and sign the following Code of Conduct and acknowledgement of volunteer status. The Code of Conduct sets forth behaviors and procedures intended to protect children and Volunteers in Jumpstart sponsored events and activities. The Code of Conduct also sets a standard of behavior to ensure that all Volunteers represent Jumpstart in a consistent and respectable manner. A “Jumpstart child” is a child who is a member of the Jumpstart program or a child a Volunteer comes into contact with while participating in a Jumpstart activity.

CODE OF CONDUCT

All Volunteers, who will not be working directly with children as part of their service, must abide by the following:

- 1) Possessing, using, or being under the influence of illegal drugs is strictly prohibited while working or performing service for Jumpstart or while attending any and all Jumpstart events and will be grounds for immediate dismissal from Jumpstart affiliated activities.
- 2) Consuming alcoholic beverages while in a Jumpstart uniform, or while performing work or service for Jumpstart is strictly prohibited. The following exception may apply to Volunteers who are not in a Jumpstart uniform: moderate and appropriate consumption of alcoholic beverages during fundraising and lobbying events, conferences, and designated social activities at Jumpstart retreats, etc. is acceptable; Volunteers are expected to remain responsible, professional, and sober at all times.
- 3) Possessing weapons and firearms is strictly prohibited while working or performing service for Jumpstart or while attending any and all Jumpstart events and will be grounds for immediate dismissal from Jumpstart affiliated activities.
- 4) Volunteers must always demonstrate appropriate behavior and serve as positive role models for children. Volunteers are expected to use positive techniques of behavior guidance and positive interactions and language.
- 5) Volunteers may not use inappropriate and graphic language, conversation, or jokes while working in the presence of children or at any time during work or service for Jumpstart.

I acknowledge that I have received the Jumpstart Non-Corps Member Volunteer Code of Conduct. I acknowledge that I have read and understand the Code of Conduct, have asked any questions I may have pertaining to this Code, and agree to follow the Code as part of my volunteer service with Jumpstart. This acknowledgement and consent form supersedes any prior Jumpstart policy on the matters addressed above. If in the future my volunteer assignment requires access to children, I understand a different volunteer acknowledgement and consent form will be required even though I have signed this form.

ACKNOWLEDGEMENT OF VOLUNTEER STATUS

I acknowledge that I have volunteered to provide services to Jumpstart for Young Children, Inc. (hereafter, “Jumpstart”). I acknowledge and agree that I am providing these services for my own purposes without promise or expectation of compensation for the services to be rendered, although I may be paid expenses, reasonable benefits or a nominal fee to perform such services, as determined by Jumpstart at its sole discretion. I understand and agree that I am acting as a volunteer, not as an employee, agent or independent contractor, of Jumpstart.

ACKNOWLEDGEMENT AND AGREEMENT

By signing below, I acknowledge that I have read the information above and agree to both the Code of Conduct and Acknowledgement of Volunteer Status.

Signature _____ Date _____

Print Name _____

Your age at time of volunteering: _____

CONSENT AND RELEASE ON BEHALF OF MINOR (If under 18)

I am the parent or legal guardian of the above named minor. I consent to the minor participating in the Program. I have read and understand that the above agreement involves surrendering substantial legal rights of the minor and myself. I agree to be bound by all terms of the above agreement.

Signature of Minor’s Parent or Guardian: _____ Date: _____