VOLUNTEER RELEASE

VOLUNTARY RELEASE, INDEMNIFICATION AND ASSUMPTION OF RISK

As a condition to, and in consideration for, permitting me to participate in the Peninsula Healthcare Connection Program ("Program"), I, on behalf of myself and my personal representatives, next of kin, spouse, estate, heirs and assigns, **DO HEREBY VOLUNTARILY**:

1. **RECOGNIZE AND ACKNOWLEDGE** that the Program will involve physical **OUTDOOR ACTIVITIES** and that my participation in such activities or use of any and all equipment associated with such activities may result in injury or illness, including but not limited to disease, emotional and/or psychological injury, bodily injury, strains, fractures, **PARTIAL AND/OR TOTAL PARALYSIS, DEATH, and/or other ailments that could cause SERIOUS DISABILITY**.

2. **RECOGNIZE AND ACKNOWLEDGE** that the above risks, dangers and hazards may be caused by the negligence of Peninsula Healthcare Connection, their respective directors, officers, managers, employees, consultants, members, guides, partners, insurance companies, successors, assigns, agents or sponsors, other participants or other persons, or by accidents, breaches of contract, forces of nature or other causes. That risks, dangers, and hazards may arise from foreseeable or unforeseeable causes, including, but not limited to, coordinator or participant decision making, including that a coordinator or another participant may misjudge the weather, location, conditions, equipment or supplies or any other such risks, dangers or hazards that are inherent in activities that take place In an outdoor environment.

3. **AGREE AND ATTEST** that I am medically and emotionally able to participate in any and all activities during the Program and will abide by any instructions and decisions of Program leaders and team members relative to my participation. I agree that my failure to honestly represent my ability to participate in the Program or to accept the conditions of participation as stated above and in any of the Program's policies or guidelines may result in my disqualification from participation. I further recognize that no representations or guarantees have been made to me as to my own proficiencies, levels of attainment, ability to engage in ail or any of the activities during the Program without suffering injury or loss. I further recognize that no representations or guarantees have been made to me as to my eligibility or right to participate in any future Program.

4. **ASSUME ALL RISKS, DANGERS AND HAZARDS**, including but not limited to the above listed risks, dangers, and hazards, and all responsibility for any injuries or losses, whether caused in whole or in part by

the negligence or other conduct of Peninsula Healthcare Connection, their respective directors, officers, managers, employees, consultants, members, guides, partners, agents, insurance companies, successors, assigns, or sponsors, other participants or other persons. **I HEREBY AGREE TO ACCEPT AND ASSUME SOLE RESPONSIBILITY FOR MY HEALTH, SAFETY, AND WELL BEING** while participating in the Program.

5. **RELEASE, WAIVE, EXCULPATE. HOLD HARMLESS AND INDEMNIFY** Peninsula Healthcare Connection and their respective directors, officers, managers, consultants, members, guides, employees, partners, agents, insurance companies, successors, assigns, or sponsors, other participants or other persons involved in the Program ("Releasees"), from any and all claims, actions, demands, liabilities, losses, costs and expenses (including without limitation reasonable attorneys' fees), in law or in equity, now or in the future, for bodily injury, wrongful death, emotional distress, property damage, loss of income or other injuries or losses of any kind or nature to me, my personal representatives, next of kin, spouse, estate, heirs or assigns, which may arise out of my involvement in activities, use of equipment and participation in the Program, whether or not caused by the negligence or other conduct of Peninsula Healthcare Connection. or Releasees.

6 **GRANT AN UNLIMITED, IRREVOCABLE RIGHT AND LICENSE** to Peninsula Healthcare Connection to use my name, voice, likeness and any other photographic and video Image ("Image") for advertising, promotion or any other commercial or non-commercial purposes, with the right to sublicense the Image to any third party for any commercial or non-commercial purposes without my consent.

7. **AGREE** that this Voluntary Release, Indemnification and Assumption of Risk is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion hereof is held invalid, void or unenforceable, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This Voluntary Release, Indemnification and Assumption of Risk shall be governed by the laws of the State of California, regardless of the choice of law provisions of California or any other jurisdiction.

8. **UNDERSTAND AND ACKNOWLEDGE** that I am not an employee, contractor or agent of Peninsula Healthcare Connection or of any sponsor of this Program and am simply a participant in this Community Program voluntarily. As this is not an employment relationship, I understand that Peninsula Healthcare Connection is not providing or does not intend to provide Workman's Compensation to me. I understand that I am a voluntary participant of this program and as a result waive my right to claim Worker's Compensation. In addition, I acknowledge and agree that I shall not be entitled to any form of compensation for my voluntary participation in the program.

I HAVE CAREFULLY READ THIS DOCUMENT AND UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS AND AN ASSUMPTION OF ALL RISKS OF PARTICIPATING IN THE PROGRAM. NO OTHER REPRESENTATIONS OR STATEMENTS HAVE BEEN MADE TO ME. I AM AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS DOCUMENT.

I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE STATEMENTS.

Name: Phone Number: Address:

City, State, Zip:

EMAIL:_____

Signature: **Parent/Guardian Signature (if under 18)** **Date:.**