

Volunteer Liability Waiver + Agreement

California Climate Action Now! (CAN!) is a nonprofit organization (FEIN #: 86-3368576) based in SF.

OUR MISSION: To cultivate green infrastructure investments, meaningful green jobs and ecological resilience through community-based programming and projects in California.

By signing below, I (or my legal guardian) agree that:

Safety

For my safety and that of others, I will comply with **CAN!**'s volunteer policies, safety rules, and other directions. I will supervise any child or other person for whom I am responsible. If I become aware of any hazardous condition or danger at a Project site, I will alert **CAN!**. I will use only equipment and tools that are offered for my use and that I am competent to operate safely. I have no physical or health limitations that would prevent my safe participation. I will not participate while under the influence of alcohol, a controlled substance, or medication that impairs my physical or mental abilities.

COVID-19 and Virus Prevention

By signing below I confirm that I will adhere to all Federal, State and Municipal COVID-19 safety protocols including masking (covering the nose and mouth fully) and will stay home if symptoms are present.

Risks of Participation

I understand that volunteering involves risks, including physical injury, death, emotional distress, and damage to property or reputation. Such risks may be inherent to physical exertion, or may arise from conditions at Project sites, use of equipment, my own actions or inactions, or the actions or inactions of Project staff, other volunteers, and others present at Project sites.

Awareness and Assumption of Risk

I confirm my understanding of the above. With this information and awareness, I am knowingly participating as a volunteer, and I knowingly assume and accept the risks of all injury, illness, death, property damage or loss, financial obligation, loss of privacy, and all other consequences that may result, directly or indirectly, from my volunteer activities, regardless of the cause. My participation is purely voluntary.

Waiver and Release of Claims

I waive and release **CAN!** and its directors, officers, any Project advisory board members, agents, employees, volunteers and affiliates, and any sponsors of **CAN!** from any and all liability, claims, costs, and damages of any kind which I or my heirs, next of kin or legal representatives may have or which may later accrue, resulting or arising directly or indirectly from (a) my participation in the Project or presence at or travel to a Project site or (b) any first aid, transportation or medical care provided to me in connection with my participation. This release and waiver includes, in each such case, all claims in respect of the risks noted above, regardless of the cause or whether such claims arise from tort, contract or otherwise, and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims.

Medical Care Consent

I authorize **CAN!** to provide to me first aid and, through medical personnel of its choice, medical assistance, transportation and emergency medical services. This consent does not impose a duty upon

CAN! to provide such assistance, transportation, or services. I will be responsible for any costs related to my medical treatment and transport.

Confidentiality

As a volunteer, I may have access to confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as required in my volunteer activities or as **CAN!** expressly authorizes in writing.

Assignment of Work Product

If I prepare any work product for the Project, I intend for **CAN!** to have full and exclusive rights to such work product, including brochures, reports, websites, software, presentations, or other materials I create or help to create for **CAN!**, and any intellectual property rights in or derivatives of such work product. Accordingly, I: (a) assign to **CAN!** all rights, title, and interest worldwide in the work product; (b) grant to **CAN!** an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in the work product that cannot be assigned to **CAN!**; and (c) waive enforcement against **CAN!** of any rights in the work product that cannot be assigned or licensed to **CAN!**.

Publicity

I consent to the use by **CAN!** of my image, voice, name or story in any format, including video, print, or electronic (collectively, the "Materials"), as **CAN!** may deem appropriate for program, promotional, archival, or other purposes. **CAN!** may make the Materials available at its discretion to third parties, on the Project's or **CAN!**'s website, in **CAN!**'s publications, or through any other media, including social networking platforms. I waive any right to inspect or approve the finished product or to receive any payment. I grant **CAN!** all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

Volunteer Not an Employee

Emergency Contact Name

I understand that (a) I am not an employee of **CAN!**, (b) that I will not be paid for my participation, and (c) I am not covered by or eligible for any insurance, health care, worker's compensation, or other benefits. I may choose at any time to stop my volunteer activities.

General Provisions

I understand that this agreement will be legally binding not only on me but also my heirs, next of kin, and legal representatives, and will run in favor of, and may be enforced by, each of the Released Parties. This agreement will be binding to the fullest extent permitted by law. If any provision of this agreement is found to be illegal, invalid or unenforceable, the remaining terms will be effective.

I have read this agreem signing it. I sign it freely		d its terms and that I am giving up cer	tain legal rights by
Volunteer Name	Volunteer Si	ignature	Date
Parent's/Guardian's Name (if under 18)		Parent's/Guardian's Signature	Date

Relationship to Volunteer

Phone

Initial here if we cannot use your photo for promotional activities: