



2023 Volunteer Waiver and Release Form

Volunteer Name: _____ Check if volunteer is under the age of 18

Contact Email: _____ Phone: _____

Parent / Legal Guardian Email (if volunteer is under the age of 18): _____

Address: _____

Emergency Contact

Name: _____ Phone: _____

Relationship to Volunteer: _____

In return for being allowed to participate in Our City Forest volunteer programs and all related activities for the 2023 calendar year, including any activities incidental to such participation ("Volunteer Activities"), the undersigned Volunteer or Parent/Legal Guardian of Volunteer if Volunteer is under age 18 (hereafter referred to using "I", "me", or "my") releases and agrees not to sue Our City Forest or its officers, directors, employees, service members and affiliates ("OCF") from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Volunteer Activities wherever, whenever, or however the same may occur.

I understand and agree that OCF is not responsible for any injury or property damage arising out of the Volunteer Activities, even if caused by their ordinary negligence or otherwise.

I understand that participation in the Volunteer Activities involves certain risks, including, but not limited to, serious injury and death. I am voluntarily participating in the Volunteer Activities with knowledge of the danger involved and I agree to accept all risks of participation.

I also agree to indemnify and hold harmless OCF for all claims arising out of my participation in the Volunteer Activities, I understand that this document is intended to be as broad and inclusive as permitted by the law as of the state in which the Volunteer Activities take place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

I also acknowledge that OCF has not arranged and do not carry any insurance of any kind for my benefit or that of Volunteer (if Volunteer is under 18), my parents, guardians, trustees, heirs, executors, administrators, successors and assigns. I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in Volunteer Activities.

I also understand that this document is a contract which grants certain rights to and eliminates the liability of the Foundation.

Photo Release: I understand that by participating in volunteer activities, I give Our City Forest permission to use any photography taken of me in a wide variety of promotional materials including newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalist, websites, social networking sites and other print and digital communications.

Volunteer Code of Ethics: As a recipient of federal funds, Our City Forest institutes strict nondiscrimination policies. I understand that acts of discrimination against any individual on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, political affiliation, medical condition or disability will not be tolerated. Determining whether an act of discrimination has or has not occurred will be the sole responsibility of the OCF staff.

Our City Forest refers to the Equal Employment Opportunity Guidelines to define sexual harrasment. In this case, sexual harrasment is defined as the occurance of unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature. OCF has a zero-tolerance policy towards sexual harrasment and all reports will be investigated thoroughly. I understand that such acts will result in a full ban from all OCF volunteer activities and potential employment opportunities with the organization.

I understand that Our City Forest is a drug-free workplace and will not partake in drugs or alcohol while representing the organization either at volunteer events or while wearing OCF insignias. I acknowledge that any suspicion of drug or alcohol use undertaken at an OCF event will be investigated. If such suspicion is found to be true, I will no longer be able to volunteer at OCF events.

I recognize that AmeriCorps members performing service with Our City Forest are prohibited from discussing issues of a sensitive nature - politics, religion, and drugs/alcohol. As an affiliate of this program, I will refrain from discussing these topics with members, volunteers and staff while volunteering. Further, I will use appropriate language in all conversations with affiliates.

As a representative of this organization, I will conduct myself professionally and respect all volunteers, staff and members. In return, I will expect the same respect from all affiliates and will report all incidences of disrespect or harrasment to the Volunteer Program Manager.

I will respect all condidential information that is shared with me during the course of my volunteer work. If I am unsure whether or not such information is considered confidential, I will ask the Volunteer Program Manager.

(Signature of Volunteer)

Date

I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

(Signature of Parent/Legal Guardian if Volunteer is Under 18)

Date

I am the parent or legal guardian of the Volunteer. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

Our City Forest
1195 Clark Street
San Jose, CA
95125