

# SILICON VALLEY BICYCLE EXCHANGE VOLUNTEER PARTICIPATION WAIVER RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

*Silicon Valley Bike Exchange (SVBE) is dedicated to helping needy families and individuals by repairing and donating used bicycles to our partner community service organizations. It relies on volunteers to help it accomplish this mission.*

*In order to volunteer at any SVBE program, I, the Volunteer (or the Volunteer's legal guardian, on the Volunteer's behalf), agree:*

**1. Safety Rules.** For the safety of myself and others, I will comply with SVBE's safety rules and directions at all times on SVBE program sites and for activities in which I engage as a SVBE volunteer. I will supervise any participating child or other person for whom I am legally responsible and ensure that those person(s) are following the safety rules and directions of SVBE. If I become aware of any danger or hazardous condition at SVBE program sites, I will immediately alert SVBE supervisors.

**2. Not an Employee.** I am not an employee of SVBE. I understand that I will not be paid for my participation, and that I am not covered by or eligible for any insurance, health care, worker's compensation, or other benefits. I may choose not to participate in any SVBE activity or to stop participation as a Volunteer completely at any time. I acknowledge that BTN Automotive is not a joint venturer, partner or otherwise jointly engaged in any activities with SVBE, including those in which I may participate as a Volunteer.

**3. Awareness and Assumption of Risk.** I understand that my participation as a Volunteer has the inherent risk of death or injury to me and damage to my property. These risks may result not only from my own actions or inactions, including overexertion, but also from the actions or inactions of SVBE, SVBE's supervisors, directors, agents, and other volunteers, or others present while I am acting as a Volunteer. These risks may also arise from the condition of the land, facilities, animals or insects present at the site, or the equipment and tools available, or the weather or other environmental or local conditions, or travel to and from the program sites. I assume full responsibility for any and all risks of death, bodily injury or property damage, including, without limitation, those identified in this Section 4, caused by or arising directly or indirectly from my participation as a Volunteer, regardless of the cause, even if that risk or harm is caused by other persons' negligence, whether passive or active.

**4. Waiver and Release of Claims.** I waive and release any claims against SVBE, SVBE's supervisors, directors and agents, and BTN Automotive (collectively, the Released Parties), for any liability, loss, damages, or claims resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence or participation as a Volunteer, regardless of the cause and even if caused by the negligence, whether passive or active, of any Released Party or any other person. I agree not to sue any of the Released Parties on the basis of these waived and released claims. I understand that my releases and waivers in

this document extend to claims that I do not know of or do not expect to exist at the time I sign this document, and I waive the protections of Section 1542 of the California Civil Code. I understand that SVBE would not permit me to volunteer without agreeing to these waivers and releases.

**5. Medical Care Consent and Waiver.** I authorize SVBE 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 SVBE to provide such assistance, transportation, or services. I waive and release any claims against the Released Parties arising out of any first aid, treatment or medical service, including the lack or timing of such, made in connection with my participation as a Volunteer.

**6. Indemnification.** I will indemnify and hold the Released Parties harmless from and against any and all claims, liabilities, losses, damages, expenses and attorneys' fees (collectively, Losses), including, without limitation, Losses arising from any death, property damage or injury of any nature whatsoever that may be suffered by me or any other person, which may arise directly or indirectly from (i) my presence or participation as a Volunteer or (ii) any breach by me of this agreement, except to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.

**7. Publicity Authorization.** I consent to the unrestricted use, by SVBE or any person authorized by SVBE, in any medium, including the Internet, of any photographs, recordings, interviews, videotapes, film, or similar visual or auditory recordings of me created in connection with my participation in SVBE's activities.

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*Signature*

*Date*

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*Name*

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*email address*

*Phone Number*

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*Street Address*

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*City*

*Zip Code*

***If you are under 18, your legal guardian must consent:***

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*Signature*

*Date*

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*Name*