

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**ADULT VOLUNTEER  
ACTIVITY PARTICIPATION AGREEMENT**

The undersigned individual hereby requests to participate as a volunteer in the following activity:

Description of Activity: \_\_\_\_\_

Date(s) of Activity: \_\_\_\_\_

In consideration of Capistrano Unified School District's agreement to allow me to participate as a volunteer in the above-described activity, the receipt and sufficiency of which consideration is hereby acknowledged, on behalf of myself and my heirs, executors, administrators, successors, assigns, and personal representatives, I agree as follows:

Assumption of Risk: I understand that participation in the above-described activity, by its very nature, includes certain inherent risks, known and unknown, that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary, but may involve property damage, bodily injury, emotional injury, personal injury, death, and financial damage. Specific risks associated with this activity include, but are not limited to the following: \_\_\_\_\_

I understand and appreciate the risks that are inherent in this activity, and, to the fullest extent permitted by law, I agree to assume any and all risks of injury or harm that be sustained by while or in connection with such activity.

Waiver of Liability: I understand that, as a result of my participation as a volunteer in the above-described activity, limited coverage, if any, may be available to me through the District's workers' compensation program. This means that, in case of illness or injury arising out of my participation in the above-described activity, I may be entitled to workers compensation benefits in accordance with the terms of the District's workers' compensation program. I acknowledge and agree that any benefits afforded to me by the District's workers' compensation program, whether or not any such coverage benefits are available, are my only recourse against the \_\_\_\_\_ District, and its affiliates, subsidiaries, divisions, Board Members, administrators, directors, officers, employees, agents, independent contractors, and volunteers (collectively referred to herein as the "District") for any injuries arising from or connected in any way with the above-described activity. I agree to hold the District completely harmless and not liable, and to release the District from all liability whatsoever, and agree not to sue the District, on account of or in connection with any claims, losses, demands causes of action, losses, costs, or expenses arising out of or connected in any way with my participation in the above-described activity. This release is intended to discharge the District against any and all liability whatsoever arising out of or connected in any way with the above-described activity, even though that liability may not occur on District-owned premises, and even though that liability may arise out of the negligence or carelessness on the part the District.

Indemnification: To the fullest extent permitted by law, I agree to immediately defend, indemnify, and hold the District harmless from and against all claims, demands, causes of action, suits, damages, costs, losses, expenses, and liabilities of every kind and nature arising out of or connected in any way with my participation in the above-described activity, including all amounts incurred by the District for defending any such all claims, suits, damages, costs, losses and expenses, including all attorney's fees and costs incurred. The indemnity shall apply regardless of any active and/or passive negligent act or omission of the District other responsible party, or their agents or employees.

Video/Photo Release: During the above-described activity, photographs may be taken and videos may be produced and used for future publicity. I give permission for images of myself captured during the above-described activity, including but not limited to images captured by video, photo, and digital camera to be used for the purposes of the District, including in promotional materials and publications and agree to waive any rights of compensation or ownership thereto.

Authorization and Consent to Medical Treatment: By my signature below, I certify that I have no special health needs or medication needs of which the activity supervisor should be aware and that I have consulted with my physician and verify that I am medically fit to participate in the above-described activity. In the event that I am injured any time during my participation in the above-described activity, I hereby authorize and consent for District to administer general first aid treatment for any minor injuries or illnesses I may experience. If the injury or illness is life threatening or in need of emergency treatment, I authorize the District to summon any and all professional emergency personnel to attend, transport, and treat me, and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by, and to be rendered under the general supervision of, any licensed physician, surgeon, dentist, hospital, or other medical professional or institution duly licensed to practice in the state or country in which such treatment is rendered. I understand that this authorization and consent is given in advance of any specific diagnosis, treatment or hospital care which may become required, but is given to provide authority and power to the District to render care in the best judgment of the District upon the advice of any such medical, dental, or emergency personnel. I understand that efforts shall be made obtain my consent prior to rendering treatment, but that treatment will not be withheld if I am incapacitated, unavailable, or otherwise unable to provide consent.

Medical Insurance Acknowledgement: I acknowledge and understand that, aside from potential coverage which may be afforded by the District's workers compensation program, the District does not provide liability or medical insurance coverage for me in connection with my participation in the above-described activity. I acknowledge that I have my own medical insurance, and that I agree to assume all responsibility for payment for any treatment I may receive.

**IN SIGNING BELOW, I HEREBY ACKNOWLEDGE AND REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE OR OLDER, THAT I HAVE READ THIS ENTIRE DOCUMENT, THAT I UNDERSTAND ITS TERMS AND PROVISIONS, THAT I UNDERSTAND IT AFFECTS MY LEGAL RIGHTS, THAT IT IS A BINDING AGREEMENT, AND THAT I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.**

_____	_____
Signature	Date
_____	
Name (Please Print)	
_____	_____
Medical Insurance Carrier (e.g., Blue Shield)	Policy Number

In the event of medical emergency, please contact:

_____	_____	_____
Name	Relationship	Telephone