



This document constitutes a release and waiver of liability and indemnity agreement for a Volunteer at RSM Cares | Bell Tower Foundation sponsored events. It also constitutes the Volunteer's agreement to act in accordance with the conduct guidelines herein.

Volunteer

Name: _____
(Last) (First)

Email Address: _____

_____ Check here if Volunteer is under 18 years of age*

*Due to COVID19 restrictions, volunteers need to be at least 13 years old. Volunteers ages 13 - 15 must be accompanied by their parent but still require signature on this form from a parent or guardian. Volunteers 16 or older, may volunteer on their own. RSM Cares | Bell Tower Foundation reserves the right to confirm Volunteer's age.

Emergency Contact

Name: _____ **Phone:** (_____) _____ - _____

Relationship: _____

IN RETURN FOR BEING PERMITTED TO PARTICIPATE IN RSM CARES | BELL TOWER FOUNDATION SPONSORED EVENTS, THE UNDERSIGNED VOLUNTEER HEREBY AGREES TO THE FOLLOWING:

RELEASE. The Undersigned, on behalf of him/herself or the Volunteer if the Volunteer is a minor, hereby releases, waives, discharges and covenants not to sue RSM Cares | Bell Tower Foundation, the Rancho Santa Margarita Chamber of Commerce, the City of Rancho Santa Margarita, Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC), Merit Property Management, Inc., and each of their directors, officers, employees, and agents (herein referred to as "Releasees") from any and all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demand therefore, on account of illness, injury, death or damage to or loss of personal property, arising out of, in connection with, as a result of, or arising from any volunteer service, from whatever cause, including the active or passive negligence of Releasees. The Undersigned understands that accidents and injuries may arise from volunteer activities and, nevertheless, voluntarily assumes any such risk.



The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious, has a high mortality rate compared to other illnesses and can spread easily. While people of all ages are at risk of catching COVID-19, persons with compromised immune systems and older persons may be at particular risk. Where available, Releasees will provide personal protective equipment and sanitizing products to help protect against potential infection from COVID-19. Nevertheless, the Undersigned is responsible for his/her own health and safety. The Undersigned understands that participating in the event may be dangerous or unsafe and could expose him/her to COVID-19 and that he/she is conducting those activities voluntarily. The Undersigned also represents to the best of his/her knowledge that he/she is not currently afflicted with COVID-19, is not currently experiencing symptoms of COVID-19, and has not knowingly within the last 14 days been in contact with someone afflicted with COVID-19. The Undersigned represents and warrants that the foregoing is true, that he/she will take all recommended and reasonable actions to protect himself/herself and others from exposure to COVID-19, and that he/she knowingly assumes the risk of participating in the event.

This waiver and release is given with full knowledge and understanding of Section 1542 of the California Civil Code which provides that:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

INDEMNITY. The Undersigned hereby expressly agrees to defend, indemnify, and hold Releasees free and harmless to the fullest extent permitted by applicable law from any and all claims, demands, suits, causes of action, damage, and losses that arise out of or are in any way connected with the performance of volunteer activities involving Releasees. The Undersigned further acknowledges that his or her indemnity set forth herein exists regardless of cause or responsibility for negligence, whether passive or active, and that this indemnity applies, without limitation, to any and all injuries, damage, suits, actions, claims, demands, causes of action, liabilities, expenses, attorney fees, consultant fees, expert fees and costs arising out of or in any way connected to the volunteer services.

SEVERABILITY. The Undersigned acknowledges that this document is intended to be as broad and inclusive as permitted by the laws of California will permit and agrees that if any portion of this document is invalid, the remainder will continue in full legal force and effect.

NO EMPLOYMENT RELATIONSHIP. The Undersigned, on behalf of him/herself or the Volunteer if the Volunteer is a minor, understands, acknowledges, and agrees that as a volunteer for an RSM Cares | Bell Tower Foundation sponsored event, the



volunteer community services are provided without compensation, and thus the Volunteer is not an RSM Cares | Bell Tower Foundation employee pursuant to California Labor Code Section 3352 (i) or any other provisions of the law. The Undersigned understands, acknowledges, and agrees that, as such, he or she is not covered by any workers' compensation insurance nor entitled to any employment benefits of any kind whatsoever. The rendition of services as a volunteer is terminable at the will of either party without prior notice to the other party.

NO INSURANCE. The Undersigned, on behalf of him/herself or the Volunteer if the Volunteer is a minor, acknowledges that RSM Cares | Bell Tower Foundation has not arranged and does not carry any insurance of any kind for his/her benefit or that of Volunteer (if Volunteer is under 18), parents, guardians, trustees, heirs, executors, administrators, successors and assigns. The Undersigned, on behalf of him/herself or the Volunteer if the Volunteer is a minor, represents that the Volunteer is in good health and suffers no physical impairment that would or should prevent Volunteer's participation in the volunteer activities.

CONDUCT. The Undersigned agrees to observe and obey all posted rules and warnings in regards to RSM Cares | Bell Tower Foundation Governing Documents and further agrees to follow any oral instructions given by other RSM Cares | Bell Tower Foundation Volunteers or the employees, representatives, or agents of RSM Cares | Bell Tower Foundation and the sponsored event.

The Undersigned agrees to conduct him/herself in a courteous and respectful manner, to use appropriate language, to dress with appropriate attire, to be punctual and reliable, and to act in accordance with any and all conduct guidelines provided to them by RSM Cares | Bell Tower Foundation or the event sponsor.

The Undersigned represents that he or she has not been convicted of a felony, a sex crime, a crime against a minor, domestic violence offense, drug offense, or deadly weapon related offense.

The Undersigned agrees not to use RSM Cares | Bell Tower Foundation's name or logo, or refer to his or her status as a volunteer without the prior written approval of RSM Cares | Bell Tower Foundation Board members.

Signature of Volunteer

Signature of Parent if Volunteer is Under the Age of 18

Date