





## CITY OF MANHATTAN BEACH

### VOLUNTEER SERVICE AGREEMENT, WAIVER AND RELEASE

I hereby acknowledge that I have voluntarily requested and agree to perform volunteer service for the City of Manhattan Beach. All services to the City are provided on a voluntary, non-salaried basis, and I shall not be considered an employee of the City of any purpose. No employee benefits shall be available to me, my heirs, or assigns in connection with the performance of my volunteer service to the City.

I am aware that my activity volunteering for the City may involve hazardous activities. I hereby agree for myself, my heirs, and assigns, to release and hold harmless the City, [the Police/Fire Department,] and their officers, directors, agents, employees, and volunteers, from any and all liability for any and all known or unknown causes and claims of every type and nature whatsoever, including but not limited to property damage, injury to person and/or death, or otherwise, arising out of, or connected in any way with, my volunteer service for the City, if such liability arises out of recklessness, negligence, carelessness, or inaction on my part, except for such loss or damage arising from the sole negligence or willful misconduct of the City, [the Police/Fire Department,] their officers, directors, agents, employees, or volunteers.

Further, I expressly agree to indemnify and hold harmless the City, [the Police/Fire Department,] and their officers, directors, agents, employees, and volunteers, from any and all liability, including attorneys' fees and costs, arising out of or connected with my volunteer activity, except for such loss or damage arising from the sole negligence or willful misconduct of the City, [the Police/Fire Department,] their officers, directors, agents, employees, or volunteers. This agreement is binding upon my executors, heirs and assigns.

I further consent and grant the City the right, without fees, to make and use video tape recordings and still photographs of me, my minor children, and/or dependents, in any manner or form for any lawful purpose at any time. I waive any right that I may have to review or approve the finished product, or the use to which it may be applied, and hereby release and discharge the City, and any City employees, officers, agents, and volunteers from any liability to me, my children and/or dependents by virtue of any representation that may occur in making, editing or use of said video tape recordings and still photography.

In the event that suit is brought upon this agreement to enforce its terms, the prevailing party shall be entitled to recover all of its legal fees. I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND SIGN IT OF MY OWN FREE WILL.

---

Volunteer Signature

---

Date

**This Page To Be Completed ONLY if Volunteer Is a MINOR:**

\_\_\_\_\_ has my permission to serve as a volunteer for the City of Manhattan Beach. On behalf of my child, I acknowledge all of the provisions of the agreement and release on the prior page as applied to my child.

In case of emergency, I can be reached at ( ) \_\_\_\_\_ during the day or at ( ) \_\_\_\_\_ on evenings or weekends. If I am unavailable, my designee is \_\_\_\_\_, relation: \_\_\_\_\_, day phone: ( ) \_\_\_\_\_, evenings/weekends: ( ) \_\_\_\_\_.

**Signature of Parent or Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*City of Manhattan Beach Volunteer Program, 1400 Highland Ave., Manhattan Beach, CA 90266  
Attention: Eve Kelso Tel: (310) 802-5407; Fax: (310) 802-5459; TDD: (310) 546-3501*

\_\_\_\_\_  
Parent or Guardian if Volunteer is a Minor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eve Kelso, Volunteer Manager