

Gateway Center Volunteer Application

Last Name _____ First Name _____

Address: _____

City: _____ State _____ Zip _____

E-Mail _____

Phone _____ Cell _____

Special Skills, ie. Languages, related experience _____

Best days for you to volunteer _____

Volunteer positions available are: gardening, newsletter assembly, bulk mail preparation, and helping/assisting at upcoming fundraising events.

All volunteers participate solely at their own discretion. Gateway Center of Monterey County, Inc. is not liable for any injury or medical condition sustained as a result of participating as a volunteer in any of the aforementioned positions. Volunteers are not employees or independent contractors of Gateway Center, and receive no reward or other tangible benefit from Gateway Center in consideration for volunteering their time and effort.

Gateway Center appreciates your interest and willingness to donate your time and effort to help us help developmentally disabled adults.

If you have any questions or concerns please feel free to contact Jennifer Counter at 831-372-8002 Ext. 210.

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration for being permitted to volunteer at Gateway Center of Monterey County, Inc. (hereinafter "Gateway Center"), _____ (hereinafter "Volunteer"), agrees as follows:

1. Relationship. Volunteer understands and agrees that he or she is solely a volunteer at Gateway Center and is not an employee of Gateway Center, and therefore, that there is no employment relationship between Volunteer and Gateway Center. Volunteer further understands and agrees that he or she will not receive any of the benefits Gateway Center provides to its employees, including, but not limited to, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Volunteer further understands and agrees that Volunteer or Gateway Center may end the volunteer relationship at any time without reason or advance notice.

2. Release of Liability. Volunteer hereby releases, waives, and discharges Gateway Center and their former and current affiliates, parents, subsidiaries, predecessors, successors, assigns, officers, directors, agents, employees, independent contractors, attorneys, insurers, representatives, heirs, executors, and administrators (hereinafter collectively "Releasees"), to the maximum extent permitted by law, from all financial liability to Volunteer, his or her personal representatives, assigns, heirs, executors, administrators, and next of kin, for any loss or damage and any claim or demands related to any bodily injury to the person of Volunteer caused by the negligence of Releasees, and agrees not to sue Releasees regarding such injuries.

3. Assumption of Financial Responsibility. Volunteer hereby assumes full financial responsibility for and risk of bodily injury to Volunteer's person caused by the negligence of the Releasees. Volunteer understands and agrees that all costs associated with any bodily injury to his or her person caused by the negligence of Releasees will be paid for directly by Volunteer, or by Volunteer's personal insurance, if any. Volunteer further understands and agrees that based on his or her volunteer status, any bodily injury to his or her person caused by the negligence of Releasees will not be covered by or paid for by workers' compensation insurance.

4. Indemnification. Volunteer hereby agrees to defend, indemnify, and hold harmless Releasees, to the maximum extent permitted by law, from all liabilities, claims, losses, demands, settlements, judgments, causes of action, and expenses (including attorney's fees and costs), of any kind or nature, arising out of or in connection with the Volunteer's presence at Gateway Center.

5. Severability. Volunteer hereby agrees that this Release of Liability and Indemnification Agreement is intended to be as broad and inclusive as permitted by the law of the State of California, and that if any portion thereof is held invalid or unenforceable, it is agreed that the remainder of this Agreement shall continue in full force and effect.

Volunteer has read, understands, and voluntarily enters into this Agreement, and hereby agrees to its terms.

Name: _____ **Signature:** _____ **Date:** _____