

**CITY OF COSTA MESA
FAIRVIEW PARK
VOLUNTEER AGREEMENT AND WAIVER AND RELEASE OF LIABILITY**

I, _____ (Full legal name), desire to volunteer and/or otherwise undertake activities (collectively, "Volunteer") at the City of Costa Mesa's Fairview Park (the "Park"). I am fully aware of the rules and regulations imposed by the State of California and the City of Costa Mesa relating to the COVID-19 pandemic, including the requirement that I must maintain social distancing of at least six feet from others, and that I must wear a face mask. I represent that:

- I am aware that persons over the age of 65 and persons with underlying health conditions are at greater risk of contracting COVID-19 and becoming ill, potentially risking death.
- I am not experiencing symptoms of COVID-19, such as a dry cough, fever, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of sense of smell and/or taste.
- I have not been advised by a physician that I am COVID-19 positive.
- I am physically able to perform volunteering activities.

In consideration for the City permitting me to Volunteer at the Park, I agree as follows:

1. Assumption of Risk. I fully understand that there are dangers, inherent and otherwise, in Volunteering at the Park and in doing so during the COVID-19 pandemic. I further understand that as a Volunteer, I may be exposed to the risk of personal injury, illness, death, and/or property damage, including but not limited to motor vehicle accidents and exposure to sun, heat, cold, moisture, dust, fumes, insects, varmints, falling objects, uneven walking surfaces, COVID-19, which may cause me to acquire COVID-19 and transmit it to others, and other hazardous conditions. All such risks are known and appreciated by me. I hereby acknowledge that I am Volunteering of my own free will at the Park and I agree to assume the full risk of any injuries and/or damages and/or losses of property, regardless of severity and including death, that may occur in connection with me Volunteering at the Park.

2. Waiver and Release of Liability. I, intending to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge the City of Costa Mesa and its elected officials, officers, agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the City of Costa Mesa, or its elected officials, officers, agents, employees, and/or volunteers, or otherwise related to my volunteering and promise not to sue the City of Costa Mesa, or its elected officials, officers, agents, employees, and/or volunteers for any damages I incur in connection with Volunteering at the Park. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.

3. Compliance with All Rules. I agree to obey all applicable rules and regulations of the City of Costa Mesa, including but not limited to the Fairview Park Reopening General and Specific Guidelines, and instructions provided by City staff while I am Volunteering at the Park.

4. Miscellaneous. I acknowledge and agree that this Agreement and Waiver and Release of Liability is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

I HAVE READ THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY, KNOW, UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

Volunteer Full Legal Name: _____ Signature: _____ Date: _____

If volunteer is under the age of 18, a parent or legal guardian must read and sign this Agreement, agreeing to be bound by its terms and verifying that he/she is the parent and/or legal guardian of the minor.

Parent/Legal Guardian Name: _____ Signature: _____ Date: _____