



Silicon Valley Pride Volunteer Waiver and Agreement Volunteer Release and Waiver of Liability

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

You (hereafter referred to as "Volunteer") have indicated your desire to work as a volunteer for Gay Pride Celebration Committee of San Jose, Inc., dba Silicon Valley Pride, a nonprofit corporation (collectively, "SVP") and engage in the activities related to being a volunteer. The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. Compensation.

As a volunteer of SVP, Volunteer agrees that they are not an employee of SVP, and are not eligible to receive compensation for payment for their volunteer services. They are not included in SVP's Worker's Compensation benefits, even for accidents occurring while performing volunteer services, or any other employee benefit programs.

2. Assumption of the Risk and Medical Treatment.

The Volunteer understands that the work for SVP may include activities that may be hazardous to the Volunteer, including, but not limited to, loading and unloading, and transportation and other such activities as maybe needed. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and release SVP from all liability for injury, illness, death, or property damage resulting from the activities of the Volunteer's work for SVP. Volunteer hereby releases and forever discharges SVP from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's work with SVP or with the decision by any representative or agent of SVP to exercise the power to consent to medical treatment.

3. Photographic Release.

Volunteer hereby grants and conveys unto SVP all right, title, and interest in any and all photographic images and video or audio recordings made by SVP during the Volunteer's work for SVP, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

4. Safe Environment for Children, Youth and Vulnerable Adults. Child Abuse, Sexual Abuse, Physical, Mental or Sexual Harassment.

SVP takes the safety of children, youth and vulnerable adults very seriously and conducts background checks on our lead volunteers in order to ensure their safety. One-time volunteers who will be working on projects with children, youth or vulnerable adults are asked to judiciously conduct themselves while in their environment. Volunteers witnessing child abuse, sexual abuse, physical, mental or sexual harassment (by anyone, including but not limited to household members and peer volunteers) must report it immediately to their volunteer leader or SVP staff. SVP does not condone any such incidents. If you have questions regarding what constitutes abuse or harassment, please contact SVP staff.

5. Other Agreements.

Volunteer will immediately report accidents or injuries, if any, no matter what their extent or cause, received or observed by Volunteer while performing voluntary services, to any SVP board member, board associate or staff member, as well as to any police, security or other public/safety officer, nearest the vicinity. Volunteer shall not perform duties under the influence of alcohol, recreational drugs, mind altering substances, or other intoxicants (including medical marijuana). Volunteer will accept appropriate and necessary supervision and direction in performing services from SVP staff, directors, board members and board associates. Volunteer understands that they are a volunteer at will, and if they fail to observe these policies, they shall be subject to immediate removal from the event without prejudice to further sanctions and actions post-event.

6. Waivers and Release.

Volunteer hereby releases and forever discharges and agrees to hold harmless SVP and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's work with SVP. Volunteer understands that this Release discharges SVP from any liability or claim that the Volunteer may have against SVP with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's work, whether caused by the negligence of SVP or its officers, directors, employees, agents or otherwise. Volunteer also understand that SVP does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

7. COVID 19 Release.

Volunteer agrees to follow all posted guidelines regarding health and safety rules, along with all CDC rules, regulations, and guidelines in place at the time of the Festival. Volunteer agrees to practice appropriate "social distancing" and to wear face coverings at all times in any and all posted locations, and is encouraged to maintain these preventative practices even where not posted in order to reduce the risks of exposure to COVID-19. BECAUSE COVID-19 IS EXTREMELY CONTAGIOUS AND IS SPREAD MAINLY FROM PERSON-TO-PERSON CONTACT, WE CANNOT GUARANTEE THAT OUR PARTICIPANTS, VOLUNTEERS, PARTNERS, OR OTHERS IN ATTENDANCE WILL NOT BECOME INFECTED WITH COVID-19.

By showing up to the Festival and volunteering, Volunteer certifies that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

By participating in the Festival, Volunteer represents that they do not fall into any of the above categories. You are encouraged to contact us at info@svpride.com if Volunteer is diagnosed with COVID-19 within 14 days after your participation in the Festival or related activities.

ASSUMPTION OF THE RISK. Volunteer acknowledges and understands that Volunteer's participation in the Festival and all related events includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. VOLUNTEER KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS RELATED TO ILLNESS AND INFECTIOUS DISEASES, SUCH AS COVID-19, even if arising from the negligence or fault of SV Pride. Volunteer hereby knowingly assume the risk of injury, harm and loss associated with the activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of SV Pride.

RELEASE. Volunteer acknowledges the health risks associated with volunteering in the Festival and all related activities, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death.



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Volunteer agrees that if Volunteer experiences any of these or any other symptoms during the Festival, Volunteer will discontinue their volunteering or participation immediately and seek appropriate medical attention. VOLUNTEER DOES HEREBY RELEASE AND FOREVER DISCHARGE SVPRIDE FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH VOLUNTEER'S PARTICIPATION IN THE FESTIVAL OR ANY RELATED ACTIVITY.

PRINTED NAME OF VOLUNTEER

SIGNATURE OF VOLUNTEER

DATE

IF PROGRAM PARTICIPANT IS A MINOR (UNDER THE AGE OF 18), THE MINOR'S PARENT OR LEGAL GUARDIAN GIVES THE FOLLOWING CONSENT:

I, the undersigned, do certify that I am the parent or legal guardian of the above applicant, that I have read and understand the above SILICON VALLEY PRIDE VOLUNTEER WAIVER AND AGREEMENT – WAIVER RELEASE AND WAIVER OF LIABILITY; and that I consent and agree to the terms stated therein. In the event that an injury or accident occurs while the above referenced applicant is volunteering, it shall be my sole responsibility to provide insurance coverage or guarantee of financial responsibility.

PRINTED NAME/SIGNATURE OF PARENT OR LEGAL GUARDIAN

DATE