

## AGREEMENT WITH GROUP VOLUNTEERS EAST BAY REGIONAL PARK DISTRICT

The undersigned is a Volunteer Employee of the EAST BAY REGIONAL PARK DISTRICT effective April 21, 2018 8:00 AM through April 21, 2018 2:00 PM according to the Personnel Administrative Manual, Chapter III, Sec. C, No. 6, which reads:

“A volunteer employee is a person in an employee status pursuant to written agreement specifying uncompensated status. A volunteer will be deemed an employee for the District for the purposes of Division 4 of the Labor Code, for any injury sustained while engaged in the performance of any service under the direction and control of the Park District.”

The Volunteer Employees will be doing work as described below:

**LOCATION:** Eastshore State Park at Albany Beach and Bulb

**HOURS OF WORK EVENT:** 9:00 AM - 11:30 AM

**WORK DESCRIPTION:** Pick up trash and litter from the park

The potential hazards of this work are: cuts, bruises, falls, hypothermia, sunburn, heatstroke, dehydration, allergy attacks

The recommended personal protective equipment includes: gloves and sun protection

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I understand the potential hazards of this work as they have been explained to me and am unaware of any existing medical conditions which may be adversely affected by this work.

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### City of Albany and The Watershed Project **Liability Waiver and Hold Harmless Agreement**

I understand that participating in this project is voluntary. Participation in the Earth Day Project is on a voluntary basis without anticipation of financial remuneration. I agree to assume complete responsibility for any injury or damage I sustain, directly or indirectly, during this event, the Earth Day Shoreline Clean up 2018.

In consideration of being allowed to participate in the Earth Day Shoreline Clean up, the participant agrees to the following terms and conditions:

The Participant shall release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to the participant arising as a result of the Project. Participant further agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against the City of Albany, its City Council, Boards and Commissions, officers and city employees, and participant also agrees not to present a claim against The Watershed Project, acting as consultant to the City, its employees and board, for any of said causes of action, whether the same shall arise by the negligence of any said persons, or otherwise. I also agree to permit The Watershed Project, City of Albany and EBRPD employees, agents, and other guests to take photographs and make film records of the program without further recourse. I understand that such items may be used for commercial and/or promotional purposes.

**IT IS MY INTENTION BY THIS AGREEMENT, TO EXEMPT AND RELIEVE THE CITY OF ALBANY FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AS A RESULT OF PARTICIPATING IN EARTH DAY.**

