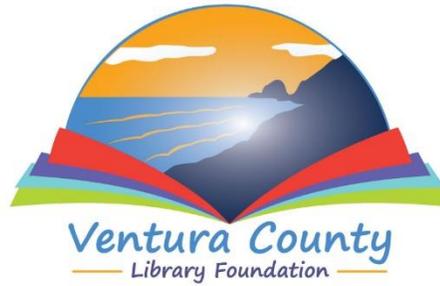


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Volunteer Liability Waiver and Agreement

("VCLF") is a nonprofit whose mission is to support the Ventura County Library in providing equal access to literacy and technology to benefit communities throughout Ventura County. It is the host of various events("Event/s"). By signing below, and in consideration of the opportunity to volunteer at Event/s, I, the Volunteer (or the Volunteer's legal guardian), agree that:

Policies and Safety Rules. For my safety and that of others, I will comply with VCLF's volunteer policies, safety rules and other directions for all volunteer activities. If I become aware of any hazardous condition or danger at any site involved in any VCLF program or event, I will immediately alert a VCLF representative.

Awareness and Assumption of Risk. I understand that VCLF activities have inherent risks that may arise from the activities themselves, my own actions or inactions, or the actions or inactions of VCLF, its directors, officers, employees and agents, other volunteers, and others present at VCLF program or event sites. I assume full responsibility for any and all risks of bodily injury, death and/or property damage caused by or arising directly or indirectly from my presence at VCLF program or event sites or participation in VCLF activities, regardless of the cause.

Waiver and Release of Claims. In consideration for my participation in Event/s, I waive and release any and all claims against: VCLF and its directors, officers, agents, employees, volunteers, affiliates, and their respective agents (collectively, the "Released Parties"), for any liability, loss, damages, claims, expenses and attorneys' fees, resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at the Event/s or participation in Event/s activities, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims. I waive the protections of Section 1542 of the California Civil Code, which provides that a general release does not extend to certain claims not known to me at the time I signed this waiver and release. I acknowledge that I have been made aware of and understand Section 1542 of the California Civil Code, which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD

HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Medical Care Consent and Waiver. I authorize VCLF to provide to me, through medical personnel of its choice, medical assistance, transportation and emergency medical services. This consent does not impose a duty upon VCLF to provide such assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment or medical service, including the lack or timing of such, made in connection with my volunteer activities with VCLF.

Indemnification. I will defend, indemnify and hold the Released Parties harmless from and against any and all liability, loss, damages, claims and attorneys’ fees that may be suffered by any Released Party resulting directly or indirectly from my VCLF volunteer activities or presence at Event/s, except and only to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.

Confidentiality. As a volunteer, I may have access to confidential information. At all times during and after my participation at the Event/s, I agree to hold any such confidential information in confidence and not disclose or use it except as required in my VCLF volunteer activities or as VCLF’s executive director expressly authorizes in writing.

Assignment of Work Product. If I prepare any work product for VCLF, I intend for VCLF to have full and exclusive rights to such work product, including brochures, reports, websites, software, presentations, or other materials I create or help to create for VCLF, and any intellectual property rights in or derivatives of such work product.

Accordingly, I: (a) assign to VCLF all rights, title, and interest worldwide in the work product; (b) grant to VCLF an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in the work product that cannot be assigned to VCLF; and (c) waive enforcement against VCLF of any rights in the work product that cannot be assigned or licensed to VCLF.

Publicity. I consent to the use by VCLF of my image, voice, name and/or story in any format, including video, print, or electronic (collectively, the “Materials”), as VCLF may deem appropriate to promote its programs. VCLF may make the Materials available at its discretion to third parties, on VCLF’s website, in VCLF’s publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product or to receive any payment for the Materials. I grant to VCLF all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

(If you do **not** wish to agree to this consent, please check this box:)

Volunteer Not an Employee. I understand that (i) I am not an employee of VCLF, (ii) that I will not be paid for my participation, and (iii) I am not covered by or eligible for any VCLF insurance, health care, workers compensation, or other benefits. I may choose at any time not to participate in an activity, or to stop my participation entirely, with VCLF.

General Provisions. This is the final, complete, and exclusive agreement between VCLF and me, and supersedes all prior or contemporaneous communications or understandings, either oral or written. This agreement will be binding to the fullest extent permitted by law. If any provision of this agreement is found to be illegal, invalid or unenforceable, the remaining terms will be effective.

I have read this agreement and understand its terms and that I am giving up certain legal rights by signing it. I sign it freely and voluntarily.

Volunteer (or Legal Guardian) Signature

Date

Printed Name

Telephone/Email