2017 Playground Volunteer Build Day Waiver

KaBOOM! PLAYGROUND PROJECT -- VOLUNTEER WAIVER AND RELEASE

This form must be signed by or on behalf of each volunteer who will participate in or otherwise be involved with the construction of the Dr Pepper Snapple Group & The City of National City Playground Build (the "Playground Build" or the "Project"), or will be on the construction site of the Playground Build, occurring on November 11, 2017 in National City, CA. If you are unable to read this print, please speak with the person handling volunteer registration for assistance.

The KaBOOM! project and activities will include the playground construction, side projects and play enhancement projects on and in the periphery of the playground construction site including, without limitation, building interiors at or near the site. The "playground construction site" is the physical space where the playground is being installed; the playground construction projects are any activities directly related to the installation and placement of the playground equipment, the mixing of concrete, and/or moving safety surfacing onto the playground site. Volunteers under age 18 (or under 19 in AL and NE) may not work on the "playground construction site", as defined above. Volunteers under 18 but who meet this state's minimum age for employment may work on the side projects, such as beautification and play enhancement projects, and other non-playground construction site projects and may help with preparation for the build day only if they have received and delivered KaBOOM! written approval from a parent or legal guardian for participation. Any children under state's minimum age for employment will not be supervised by KaBOOM! in any way or be allowed to participate in playground or non-playground construction projects managed by KaBOOM!; however KaBOOM! will work with the community partner to procure supplies for use by these children and to help them plan projects that are occurring on a site that is distinctly separated from the playground construction site. No children under this state's legal working age should be on the playground construction site.

I understand that I will be spending the day(s) as a volunteer for the Project and will be participating at my own risk. I acknowledge that my participation is voluntary and does not constitute a condition or requirement of employment. I further acknowledge that the Project will occur at a construction site and that the construction site will be a potentially dangerous place. I attest that I am physically fit and prepared for this event and these activities.

I will not create an unsafe situation for other individuals or myself nor will I use any tool or engage in any task with which I am not completely comfortable. I will abide by all applicable federal, state and local laws, as well as the rules and directions of the sponsors and coordinators. If I see any situation that I feel is unsafe, I will immediately call it to the attention of KaBOOM! or a safety coordinator. If I bring any children or young adults with me to participate in the Project, I will be solely responsible for providing for their safety and will keep them under close supervision at all times. FOR EACH PARTICIPANT UNDER 18 (19 in AL and NE), THE PARENT OR GUARDIAN MUST FILL OUT A SEPARATE WAIVER. I understand that a volunteer may be at the Project to provide medical treatment in the event of an injury, and if necessary to assist in arranging transportation to medical facilities, but acknowledge that neither KaBOOM! nor any other of the Released Parties (as defined below) are in any way responsible for providing such medical volunteer or treatment.

On behalf of myself, as well as my heirs, executors, administrators and assigns, I hereby forever release, discharge, waive and agree to indemnify and hold harmless KaBOOM!, Dr Pepper Snapple Group , The City of National City, Playworld Systems Inc., and any additional sponsors of the Project, along with their respective officers, directors, agents, employees, contractors, successors and assigns, and any volunteers to whom I give my consent to provide medical treatment to me or to any children or young adults under my supervision ("Released Parties"), from and against any and all claims, demands, actions, causes of action, obligations, liabilities, suits, losses, damages, costs, expenses, and fees, including, without limitation, court costs and attorneys' fees, of any and every nature of character, including, without limitation, for death, personal injury and/or loss of property, whether anticipated or unanticipated, directly or indirectly, whether caused, in whole or in part, by the sole or concurrent negligence or wrongdoings, strict liability or fault of the Released Parties or otherwise, arising out of or connected in any way with my participation in the Project or any side projects in connection with the Project.

I acknowledge that I have read the foregoing paragraph and know and understand the full contents and effects of it. IF BUILD IS IN CALIFORNIA ADD: I understand the full nature, extent, and import of Section 1542 of the California Civil Code and of the entire release stated in the foregoing paragraph. Accordingly, I waive and relinquish, any and all rights or benefits that I may have under the provisions of Section 1542 of the California Civil Code, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I hereby grant KaBOOM!, Dr Pepper Snapple Group and The City of National City full and complete permission to use my name and likeness, including any photographs, videography and interview footage and quotations from me obtained in connection with the Project (whether or not at the Project Build or otherwise) in legitimate promotions of the Project and to further the mission and vision of KaBOOM!. in any and all media now known or hereinafter developed without restriction or compensation.

I understand that I have given up substantial rights by signing this Waiver and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE of all liability of Released Parties to the greatest extent allowed by law.

Adult Volunteer (Age 18+)

I am here to volunteer from:

__ The City of National City (I am a: __staff member / __non-staff member)
__ Local Community Member
__ Dr Pepper Snapple Group
__ Wrigley's Supermarket

Signature of Participant Date

Printed Name of Participant

Address

City State Zip

Email Address

☐ I would not like to receive information about KaBOOM! in the future.

Volunteer Under Age 18 (Or under 19 in AL and NE)

Please fill out a SEPARATE waiver for your child—use this section ONLY

Signature of Parent or Legal Guardian of Participant

Printed Name of Parent or Legal Guardian

Do you affirm that your child or dependent meets this state's minimum age requirements for employment?

☐ Yes, my child may volunteer ☐ No, my child cannot volunteer

Printed Name of Child Participant Date