

## **VOLUNTEER WAIVER, PHOTO RELEASE AND INDEMNITY AGREEMENT**

### **United Way of Santa Barbara County's Fun in the Sun Program – Lunch Bunch Volunteer**

**Effective Date:** \_\_\_\_\_, 2025

**Volunteer Name:** \_\_\_\_\_

**Company/Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

#### **1. VOLUNTEER ACKNOWLEDGMENT AND WAIVER**

I, the undersigned volunteer, desire to participate in volunteer activities for the United Way of Santa Barbara County's (UWSBC) Fun in the Sun and Lunch Bunch volunteer program (the "PROGRAM"). I understand that my participation in these activities is completely voluntary.

I acknowledge that participation in the Program may involve risk of personal injury, property damage, or other risks associated with volunteer work, including but not limited to outdoor activities and interaction with children. I understand that UWSBC cannot guarantee my safety.

I hereby expressly and specifically assume full responsibility for any risk of bodily injury, death, property damage, or other loss arising from my participation in the Program. I voluntarily waive any and all claims, both present and future, that may be made by me, my family, estate, heirs, or assigns against UWSBC, its directors, officers, employees, volunteers, agents, partners, and sponsors.

#### **2. PHOTO RELEASE**

I hereby grant UWSBC, their legal representatives and assigns the absolute right and permission to use, publish, and republish photographs, digital images, video footage, or audio recordings of me taken during my participation in the PROGRAM, or in which I may be included, for any lawful purpose whatsoever, including but not limited to publicity, illustration, advertising, print, and web content.

I hereby waive any right to inspect or approve the finished product, including written copy, that may be created in connection with such photographs or footage.

I understand that these images may be used across multiple platforms, including but not limited to the UWSBC website, social media, newsletters, annual reports, brochures, and other promotional materials.

\_\_\_\_\_ (Initial) I DO consent to the use of my photographic image as described above.

\_\_\_\_\_ (Initial) I DO NOT consent to the use of my photographic image as described above.

### 3. CODE OF CONDUCT

- Volunteers will arrive dressed in proper attire. Midriffs and upper thighs must be covered, and no clothing with drug/alcohol logos or other inappropriate designs are permitted.
- Volunteers will not initiate physical contact with a child. Children should not be held in your lap, picked up, or carried. Volunteers may respond to children who initiate physical contact, but only on a minimal level. For example, if a child initiates a hug, please respond with a short side hug or a high five.
- Volunteers will not go anywhere alone with a child. If a child needs to go into a classroom or other area away from the Lunch Bunch program, the volunteer will get a Fun in The Sun Staff to accompany them.
- Volunteers will abide by the Rules & Policies of Fun in the Sun. Please use sound judgment and common sense while interacting with children, staff, and other volunteers. Be mindful of the safety of children as well as your own. If you have any questions as to certain rules & policies, please contact United Way at 965-8591 or speak to the UW rep/FITS staff on-site.

### 4. INDEMNIFICATION

I agree to INDEMNIFY, DEFEND, and HOLD HARMLESS UWSBC and its directors, officers, employees, volunteers, agents, partners, and sponsors from and against any and all claims, actions, demands, causes of action, or other liability, including attorney fees, court costs, and expenses, related to my participation in the Program, whether caused by the negligence of United Way of Santa Barbara County or otherwise.

### 5. MEDICAL TREATMENT CONSENT

In the event of an emergency where I require medical treatment, I authorize UWSBC staff to arrange for emergency medical care and to act as my agent to consent to medical treatment if I am unable to do so. I understand that UWSBC will attempt to contact my emergency contact person listed below as soon as possible in such an event.

**Emergency Contact:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

### 6. APPLICABLE LAW

I agree that this Waiver, Photo Release and Indemnity Agreement shall be construed in accordance with the laws of the State of California. If any term or provision of this Agreement is held to be invalid, the remaining provisions shall remain in full force and effect.

### 7. ACKNOWLEDGMENT

I HAVE READ THIS WAIVER, PHOTO RELEASE AND INDEMNITY AGREEMENT, AND FULLY UNDERSTAND ITS TERMS. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND



BY MY SIGNATURE TO GIVE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE  
GREATEST EXTENT ALLOWED BY LAW.

**Volunteer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_