

**ADULT PARTICIPANT WAIVER OF LIABILITY, HOLD HARMLESS,
EMERGENCY MEDICAL CARE AUTHORIZATION AND MEDIA RELEASE**

The Giving Spirit ("TGS"), a §501(c) tax-exempt charitable organization, engages in activities throughout the year and holds two main events designed to provide immediate and longer-term aid to the homeless in Greater Los Angeles.

I (participant's name) _____ of (physical address) _____

(email address) _____

in consideration of the opportunity to participate in TGS activities and other obligations incurred, do agree as follows:

- 1. Waiver of Liability and Hold Harmless:** I fully understand that there are inherent risks and hazards involved when working as a volunteer for TGS because of the nature of the work TGS performs in acquiring items useful to the homeless, assembling those items into kits, and distributing the kits to them directly on the streets where they live.
2. These risks and hazards include, without limitation, personal injury or property damage resulting from:
(a) physical activity, including handling heavy boxes, full duffle bags, folding tables and moving equipment; (b) working in an assembly environment among other volunteers inside and outside of a large hall with constant activity and premises risks; (c) working in and around vehicles, including SUV's, cargo vans and trucks; (c) if driving or a passenger in private or rented vehicles to distribute kits directly to the homeless: criminal or tortuous acts committed by others, such as grabbing for kits or banging on vehicles; and the hazards of working, driving and parking vehicles in unfamiliar and/or economically disadvantaged areas; and (d) at all times: risks associated with driving or riding in vehicles for TGS-related work, working at storage facilities, visiting shelters and agencies, businesses, private and/or public institutions, and working in unfamiliar areas; and (e) risks associated with communicable diseases.
3. I accept and assume all responsibility for my personal actions and any and all risks of personal injury and property damage, which occur during or result from my participation, including potential injury, while working.
4. I fully understand and agree that TGS or any of its directors or its leadership volunteers, shall not be responsible or liable in any way for any accident, loss, death, injury, or damage to myself or my property, in connection with TGS activities or any portion thereof even if the injury or action is due to the alleged negligence of TGS. Further, I do hereby agree to indemnify and hold harmless against any and all liabilities, damages, claims, suits, judgments, and associated costs and expenses (including, without limitation, attorneys fees) of whatsoever kind in connection with my volunteering for TGS activities or any portion thereof. Further, I make this agreement on behalf of my heirs, agents, fiduciaries, successors, and assigns. I waive, knowingly and voluntarily, each and every claim or right of action I have now or may have in the future against TGS related to its activities, even if such claim or right was caused by TGS' alleged negligence.
- 5. Emergency Medical Care Authorization:** I hereby state that I am in good health and have medications necessary to treat allergic or chronic conditions without aid. If at any time during TGS activities I need emergency medical care and am not able to give consent because of my physical or mental condition, I authorize emergency medical care decisions to be made on my behalf, and specifically release TGS in making those emergency medical care decisions, from any and all liability associated with such decisions, even if injury or death is the result of TGS' alleged negligence.
- 6. Media Release:** I understand that photographs and videos of TGS activities are taken by and for TGS. I agree to allow TGS to use any photographs, videos, or images, in which I may appear, and my name, as part of informational, advertising and public relations media, including, without limitation, on TGS' website/social media outlets.

I HAVE READ THIS CAREFULLY, AGREE TO AND INTEND TO BE LEGALLY BOUND BY ALL TERMS OF THIS WAIVER OF LIABILITY, HOLD HARMLESS, EMERGENCY MEDICAL CARE AUTHORIZATION AND MEDIA RELEASE. THIS DOCUMENT COVERS PARTICIPATION IN ALL OF TGS' EVENTS AND ACTIVITIES.

Signature: _____ Date: _____