

**ADULT PARTICIPANT / VOLUNTEER WAIVER, RELEASE, AND INDEMNITY AGREEMENT**

Between  
Turtle Rock Elementary School PTA \_\_\_\_\_ and \_\_\_\_\_  
(hereinafter "the PTA Unit") (hereinafter "the participant/volunteer")

**PARTICIPANT WAIVER:** I voluntarily agree to participate in PTA Unit sponsored events and activities held during the school year. I recognize that the PTA Unit has not undertaken any duty or responsibility for my safety and I agree to assume the full responsibility for all risk of bodily injury, death, disability, and property damage as a result of participating in the PTA Unit sponsored events and activities. I recognize that these risks will vary based on the event and activity, and understand it is my responsibility to be aware of the risks before participating. I attest and verify that I am mentally and physically fit and able to participate in PTA Unit sponsored events and activities. By my signature below, I hereby state that I understand there are risks involved in participating in PTA Unit sponsored events and activities and willingly and voluntarily accept these risks. By my signature, I hereby surrender any right to seek reimbursement from the California State PTA, including all unit, council, and district PTAs, and all of their officers, directors, members and volunteers for injury sustained and liability incurred during my participation in PTA Unit sponsored events and activities.

**VOLUNTEER WAIVER**

This section sets forth the responsibilities and understandings of the volunteer and of the PTA Unit regarding volunteer's participation in volunteer programs partially or wholly coordinated by the PTA Unit during the school year.

The volunteer and the PTA Unit agree as follows:

1. The volunteer performs the service of the volunteer's own free will, without promise, expectation, or receipt of remuneration. The volunteer is not an employee or agent of the PTA Unit for any purpose and the volunteer's services are not controlled nor mandated by the PTA Unit.
2. The volunteer understands and agrees that it is possible that the volunteer may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, the volunteer's negligent or intentional acts, or the negligent or intentional acts of others; that while the PTA Unit has taken some steps to reduce the chances of injuries or harm to the volunteer, that the PTA Unit has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the volunteer or the volunteer's property while the volunteer is engaged in volunteer service; and that the volunteer must take full responsibility for himself or herself and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property.
3. The volunteer agrees to waive and release the California State PTA, including all unit, council, and district PTAs, and all of their officers, directors, members, and volunteers from any and all potential claims for injury, illness, damage, or death which the volunteer may have against the PTA Unit that might arise out of the volunteer's service and to hold the PTA Unit harmless there from.
4. The volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the volunteer's negligent or intentional acts during volunteer service, and that to avoid such harm, the volunteer must exercise care and act responsibly in serving others.
5. If any injury or loss to another does occur due to the volunteer's intentional actions or due to volunteer's negligent actions arising outside of the scope of the volunteer's activities, the volunteer must accept the liability for and repair, or make reparations for, the harm done.
6. In projects where the volunteer will be transporting others in a non-PTA Unit owned vehicle, the volunteer will be required to provide proof of automobile insurance in order to participate.
7. Since volunteers are not the PTA Unit employees, the PTA Unit does not provide workers' compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.

I understand that the materials and tools provided by the PTA Unit are and remain the property of the PTA Unit, and I agree to return these tools and any remaining materials to the PTA Unit at the end of my volunteer service.

By signing below, I confirm that I have carefully read this document and fully understand its contents. I am aware that this is a release of liability and signed it of my own free will.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Parent/legal guardian signature (for minors only)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Parent/legal guardian printed name (for minors only)

## 成人参与者 / 志愿者免责声明、责任豁免与补偿协议

Turtle Rock Elementary School PTA

和

(以下简称“PTA分会”)

(以下简称“参与者 / 志愿者”)

### 参与者免责声明

我自愿同意参加在整个学年期间由PTA分会 (PTA Unit) 主办的活动和事件。我理解PTA分会未对我的安全承担任何责任或义务，我同意自行承担在参与PTA分会主办的活动和事件过程中所产生的所有身体伤害、死亡、残疾以及财产损失的全部风险。我理解这些风险将根据具体活动而有所不同，并明白在参与前了解相关风险是我自己的责任。

我确认并证明我身心均健康，适合并能够参加PTA分会主办的活动和事件。通过在下方签名，我在此声明，我了解参与PTA分会主办的活动和事件存在风险，并自愿地、主动地接受这些风险。

通过我的签名，我在此放弃向加利福尼亚州PTA（包括所有分会、理事会及地区PTA）以及其所有官员、董事、成员和志愿者就我在参与PTA分会主办的活动和事件过程中遭受的伤害和所承担的责任提出赔偿要求的权利

### 志愿者免责声明

本部分阐明了志愿者与PTA分会在整个学年期间参与由PTA分会部分或全部协调的志愿服务项目时的责任与共识。

志愿者与PTA分会达成如下协议：

1. 志愿者自愿提供服务，不附带任何报酬的承诺、期望或获取。志愿者在任何情况下均不是PTA分会的雇员或代理人，志愿者的服务不受PTA分会的控制或指示。
2. 志愿者理解并同意，在志愿服务期间，可能因意外、自然灾害、志愿者自身的疏忽或故意行为，或他人的疏忽或故意行为而受到伤害或遭受其他损害；尽管PTA分会已采取一定措施以降低志愿者受伤或受害的可能性，但由于大多数风险并不受PTA分会控制，因此PTA分会不能也不对志愿者本人或其财产在参与志愿服务期间的安全做出任何保证或承担任何责任；志愿者必须自行对自身的安全负责，并在服务期间承担受伤或受损的风险，采取一切必要且合理的预防措施，以保护自己及其财产。
3. 志愿者同意放弃并解除对加利福尼亚州PTA，包括所有分会、理事会和地区PTA，以及其所有官员、董事、成员和志愿者的任何可能的索赔责任，包括因志愿服务引起的伤害、疾病、损害或死亡，并同意使PTA分会免于因此而承担责任。
4. 志愿者同意并理解，在志愿服务过程中，可能因其疏忽或故意行为对他人（如同事或受助人）造成伤害或损失。为避免此类损害，志愿者必须谨慎行事，负责任地服务他人。
5. 如果由于志愿者的故意行为，或在志愿服务职责范围之外的疏忽行为而对他人造成伤害或损失，志愿者须承担相应责任，并负责赔偿或修复造成的损失。
6. 如果志愿者参与的项目中需要使用非PTA分会拥有的车辆运送他人，志愿者须提供汽车保险证明，方可参与。
7. 由于志愿者并非PTA分会雇员，PTA分会不为因志愿服务活动引起的志愿者伤病提供工伤赔偿保险。

我理解，由PTA分会提供的材料和工具属于且仍为PTA分会的财产。我同意在志愿服务结束时将这些工具及所有剩余材料归还给PTA分会。

在下方签名即表示我确认已认真阅读本文件，并完全理解其内容。我明白这是一份责任豁免声明，并出于自愿签署此文件。

签名

日期

正楷姓名