

Volunteer Applicant

Name: _____

Address: _____

E-mail: _____

(hereafter the “Undersigned ” or “Volunteer”) being an adult over the age of eighteen (18), desire to participate in volunteer activities (the “Activity) of the Sri Panchamukha Hanuman Temple and Religious Academy (“Temple”). I understand that during the course and scope of the Activity, I will not be covered under the Workers’ Compensation benefits program. I also understand and agree that my sole remedy for any injury that I may sustain during the course and scope the Activity. The Undersigned is fully aware of the risks and hazards connected with Activity and hereby elects to voluntarily participate in said Activity, knowing that the Activity may be hazardous to me and my property. Such dangers may include, but are not limited to, work in temple kitchen using high heat and sharp knives or the lifting of heavy boxes. The undersigned acknowledges that I am experienced in working in a home kitchen in preparation of hot meals.

THE UNDERSIGNED VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which otherwise may be sustained as a result of being engaged in such Activity.

1. In exchange for participating in the Activity, the Undersigned on behalf of his or her self, heirs, estate, insurers, representatives and assigns hereby fully releases, waives, discharges and covenants not to sue the Temple, its employees, officers, directors, volunteers, attorneys, agents and any other person(s) acting on the Temple’s behalf (hereafter the ‘Releasees’) from any and all claims for bodily injury (including death), and other liability, damages, lawsuits, expenses (including but not limited to, medical expenses and attorneys’ fees) to the Undersigned or any other person, arising out of or relating to the Undersigned’s participation in the Activity and agrees to waive any rights to make the above claims through a lawsuit or otherwise against the Releasees above.

2. The Undersigned understands and acknowledges responsibility for any injury or damage the Undersigned causes to others during the Activity and hereby agrees to indemnify, defend, and hold harmless the Releasees from any and all claims for bodily injury (including death), and other liability, damages, lawsuits, expenses (including but not limited to, medical expenses and attorneys’ fees) caused by my negligence or willful misconduct, in the performance of the Activity.

3. By signing this waiver to volunteer with the Temple the undersigned, acknowledges that you have read, understand, and will comply with all measures outlined by the State of California Governor’s Office as outlined at www.COVID.CA.GOV, as well as any restrictions put in place by the Los Angeles County Health Services Agency as they pertain to safety and preparedness for COVID-19. All volunteers are encouraged to stay home should they have a fever or other COVID-19 symptoms. Volunteers must comply with all state and local social distancing requirements, including the wearing

of a K-95 or KN-95 rated mask, in effect at the time of the Activity. Individuals deemed high risk by the CDC or CA Department of Public Health, including those with underlying medical conditions are responsible for reading and understanding the following CDC guidance for groups of people with an increased risk for severe illness: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/index.html>.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in this program, and I hold the Temple harmless from any and all COVID- 19 related liability or responsibility due to my participation in this program.

4. The Undersigned hereby grants to the Temple and their legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of me for any promotional purposes and in any manner and medium; to alter the same without restriction; and to copyright the same. I hereby release the Temple and its legal representatives and assigns from all claims and liability relating to said photographs.

5. The Undersigned expressly agrees that the foregoing release and waiver and indemnity agreement are intended to be as broad and inclusive as permitted by California law.

6. The Undersigned understands and covenants that this Agreement shall apply to all unknown and unanticipated claims, injuries, causes of action and damages, as well as any known claims, and waives the provisions of Civil Code Section 1542, which reads as follows:

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.

7. Volunteer does not expect compensation of any kind from the Temple in exchange for volunteer services. . Volunteer further waives any rights to sue Temple for compensation for services rendered to Temple. Volunteer agrees that all and any services rendered to Temple have been and will be gratuitous, and Volunteer furthermore agrees that all and any services that may hereafter be rendered by Volunteer to Temple shall likewise be gratuitous. Volunteer will be receiving no remuneration or payment of any kind for his or her efforts to assist in the nonprofit mission of Temple. Further, Volunteer hereby irrevocably donates to Temple all moneys and claims for compensation that Volunteer may be awarded pursuant to state or federal wage and hour laws for any services or labor Volunteer has or may in the future perform for Temple.

8. The undersigned understands that temple volunteers do not have any rights to remain in the Temple at any time. I understand that I may be asked to leave Temple facilities without any reason and I agree to comply with the expressed wishes of the authorities based on this understanding.

By signing below, I, _____, acknowledge and represent that I HAVE READ THIS AGREEMENT CAREFULLY; I FULLY UNDERSTAND IT AND I VOLUNTARILY AGREE TO ITS

TERMS. No oral representations, statements or inducement, apart from this written agreement have been made. If any portion of this agreement is declared invalid by a court, the remainder shall continue in full force and effect.

Signed: _____

Date: _____