AGREEMENT FOR NON-COMPENSATED SERVICES

PURPOSE

This agreement serves to delineate the responsibilities of the City of Lancaster ("City") in providing academic, work experience, and community service opportunities, and to create an understanding between the City and the individual regarding the conditions associated with this opportunity.

APPLICATION

This agreement shall apply to persons performing non-compensated internships for the purposes of satisfying academic requirements, or to gain practical work experience. Additionally, it shall apply to persons not affiliated with an academic program who volunteer services to the City in a non-compensated status.

AGREEMENT

It is understood between the City and _____ ("Volunteer") that the City shall provide **him/her** with the following work experience opportunity – activities include:

MLK Day of Service 2015

It is further understood that this agreement shall not in any way constitute nor create an employer-employee relationship between the City and Volunteer. Volunteer shall not be eligible to receive, and the City shall not be liable or responsible to pay any compensation or benefits as a result of this agreement, including but not limited to, wages, or any other form of compensation, benefits, or unemployment insurance.

Project

Elm Avenue Community Garden
Saturday, January 17 (9:30 a.m. – 3 p.m.)
44738-1/2 Elm Avenue, Lancaster

Volunteers will beautify the community garden with art and maintain existing planter beds. The community garden benefits homeless and low income communities. Activities and gardening classes are hosted year round.

Term of Agreement

The period of service shall extend from January 17, 2015 to January 17, 2015. This agreement may be terminated upon the rendering of written or verbal notice by either party. Such termination will be effective immediately unless so stipulated by the initiator of the termination.

Release and Waiver

Volunteer does hereby release and forever discharge and hold harmless the City of Lancaster (City) the Lancaster Successor Agency, the Lancaster Financing Authority, the Lancaster Housing Authority, the Lancaster Boulevard Corporation, the Lancaster Community Services Foundation, and the Lancaster Museum and Public Art Foundation, as well as each of their elected officials, officers, employees, agents and representatives (collectively, "City") from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's activities with the City.

Volunteer understands that this Release discharges the City from any liability or claim that the Volunteer may have against the City with respect to any bodily injury, personal injury, illness, death, or property damage that may

result from Volunteer's activities with the City, except where caused by the sole, active, willful misconduct of the City.

Assumption of Risk

Volunteer understands that the activities carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. By signing this Agreement, Volunteer acknowledges that **he/she** has no physical or health limitation that prevents **him/her** from safely performing the activities listed above. In consideration for being allowed to participate in this work experience opportunity, Volunteer personally assumes all risks, whether foreseen or unforeseen.

Medical Treatment

Volunteer does hereby release and forever discharge the City from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with Volunteer's activities with the City.

Insurance

Volunteer understands that, except as otherwise agreed to by the City in writing; the City does not carry or maintain health, medical, or disability insurance coverage for any volunteer.

Photographic Release

Volunteer does hereby grant and convey unto the City all right, title and interest in any and all photographic images and video and audio recordings made by the City during Volunteer's work experience opportunity including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Severability

Volunteer expressly agrees that the foregoing release, waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding

I have read this Agreement including the waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue**. I acknowledge that I am signing the agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

_____ _____ _____

PRINT NAME SIGNATURE

DATE

Parent or Guardian (if applicable) _____ _____

PRINT NAME SIGNATURE

EMERGENCY CONTACT INFORMATION

Name_____ Relation_____ Phone: _____

Alt. Phone_____ Address: _____