



VOLUNTEER RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Volunteer Release, Waiver of Liability and Indemnification Agreement (collectively "Release") is executed on this _____ day of _____, 20__, between _____ (the "Volunteer") and Mental Health America of Los Angeles ("MHALA"), a nonprofit corporation, organized and existing under the laws of the state of California, and each of MHALA's past, present and future officers, directors, supervisors, agents, servants, representatives, employees, and affiliates, (collectively "Parties"), as set forth herein.

The Volunteer desires to provide volunteer services to MHALA.

NOW THEREFORE, in consideration of the mutual covenants, agreements and representations between the Parties, as set forth herein, and in consideration of the permission granted to Volunteer by MHALA and Volunteer's desire to provide volunteer services and/or engage in activities related to serving as a Volunteer for MHALA, the following is acknowledged and agreed:

1. **WAIVER AND RELEASE**: This Release by Volunteer hereby forever releases, discharges and holds harmless MHALA, of and from, any and all past, present and/or future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses, compensation of any nature whatsoever, and whether for compensatory, bonus, sick and vacation pay, pension, employment benefits, indemnity, punitive or any other form of damages, including any and all claims for injunctive or other equitable relief, which Volunteer previously had, now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of or related to, any matters, acts or omissions, arising out of, or related to the Volunteer's services provided pursuant to this Release, including, without limitation, any and all known or unknown claims for injuries, damages, economic and non-economic losses, consequential losses, injunctive relief, bodily, emotional distress, contractual right, personal injuries and/or damages to Volunteer, and the consequences thereof, which have resulted or may result from any alleged acts or omissions of the MHALA and any person with whom Volunteer may come into contact through the volunteer services provided under this Release.
2. **INDEMNIFICATION OF VOLUNTEER**: Volunteer agrees to indemnify, defend and hold harmless MHALA against all claims, demands, costs, expenses of whatever nature, including court costs, arbitration costs, and reasonable attorney's, arising out of or resulting from any dispute between Volunteer and MHALA, and between Volunteer and any person and/or entity with whom Volunteer may come into contact through the provision of volunteer services.
3. **RELATIONSHIP DEFINED**: The Volunteer understands and agrees that the scope of their relationship with MHALA is limited to a volunteer position and that this position in no way constitutes an employment relationship and that no monetary compensation, or any

other tangible and/or non-tangible benefit or consideration, applies to the volunteer position or may be demanded.

4. **MEDICAL TREATMENT:** The Volunteer understands and agrees that MHALA does not assume nor accept any responsibility for or obligation to provide Volunteer with financial or other assistance, including, but not limited to any emergency, medical, dental, health, disability, life and/or pension benefits and/or insurance of any nature in the event of any injury, illness, and/or death associated the provision of volunteer services. Volunteer waives any claim for compensation, benefits and liability of MHALA therefore. Volunteer agrees he/she is personally responsible to secure and obtain their own medical, dental and other insurance coverage in the event of personal injury and/or illness occurring as a result of providing volunteer services and that he/she is NOT covered by or entitled to the benefits of the California workers compensation law. Volunteer hereby releases and forever discharges MHALA from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment and/or other medical services rendered in connection with an emergency during services as a Volunteer.
5. **ASSUMPTION OF RISK:** The Volunteer understands that the volunteer services provided hereunder may involve activities that may be hazardous to them, including potentially inherently dangerous activities, for which Volunteer assumes complete and total personal responsibility. The Volunteer hereby expressly assumes any and all risk of injury, both foreseeable and non-foreseeable, and/or harm that may from arise from these volunteer activities and hereby Releases MHALA from all liability for injury, illness, death, property damage, and all other non-economic injuries, resulting from the services provided as a Volunteer.
6. **PHOTOGRAPHIC RELEASE:** The volunteer grants and conveys to MHALA all rights, titles, and interests in any and all photographs, images, videos, and audio in connection with providing volunteer services, and agrees MHALA may use any photographic images of Volunteer in any reasonable manner MHALA deems to advance the goals of MHALA with no right of royalties or compensation whatsoever.
7. **TAX CONSEQUENCES:** MHALA makes no warranty or representation as to any tax consequences, if any, that may apply or occur through Volunteer's provision of volunteer services. Volunteer represents and agrees that a determination of any applicable taxes obligation shall be Volunteer's sole responsibility.
8. **SEEKING ADVICE:** The Volunteer represents that before signing this Release having been given the opportunity to consult with an attorney or other representative of his/her own choosing regarding this Release. By entering into this Release, Volunteer represents having completely read and understood this Release, and voluntarily accepts its terms and recitals and conditions without reservation.
9. **OTHER:** The Volunteer expressly agrees that this Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. In the event that any clause or provision of this

