

#### **SOLARSPRINGBREAK**

1171 Ocean Ave, Ste 200, Oakland, CA 94608 p: (510) 731-1310 f: (510) 225-2585

Project Site:	Work Week:
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# VOLUNTEER'S AGREEMENT, ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

**VOLUNTARY PARTICIPATION:** The Volunteer acknowledges that they have applied to participate in GRID Alternatives' Solar Affordable Housing Program ("Program") a project through which solar energy systems will be installed on the roofs of homes of certain low income homeowners. The Volunteer understands and agrees that their participation in the Program is strictly voluntary and that they may terminate their participation at any time.

The Volunteer recognizes that participation in this Program requires the performance of strenuous and/or potentially dangerous physical activities including,

but not limited to, heavy lifting, use of power and/or manual tools, climbing ladders, working from rooftops, and working with high voltage electricity.

The Volunteer understands that as a volunteer they will not be paid for their services, and that they may not be covered by, or eligible for coverage under, any insurance policy, including but not limited to medical, automobile, property and liability policies, issued to GRID Alternatives or any of the Program homeowners, volunteers, contractors, sponsors, volunteer coordinators and/or any other person or entity associated with the Program.

**RESPONSIBILITIES:** The Volunteer understands that before they will be permitted to work on an installation they will be required to complete a volunteer training program offered by GRID Alternatives. As a volunteer for GRID Alternatives, the Volunteer understands that their behavior can reflect positively or negatively on the organization. The Volunteer acknowledges that it is their responsibility to be cooperative, courteous and respectful in working with the contractors, homeowners and the other volunteers.

For the Volunteer's safety and the safety of others, the Volunteer agrees to act responsibly, and to follow all instructions, rules, safety precautions and procedures given to them. The Volunteer understands that GRID Alternatives may terminate their participation at any time if it determines that their behavior is inappropriate, and/or may present a risk of harm to themselves or others. The Volunteer agrees to accept full responsibility, including financial responsibility, for any loss, damage or injury that is the result of any misconduct on their part, including, without limitation, the intentional failure to observe or follow any rule, procedure, safety precaution, instruction or direction given to them.

The Volunteer understands that they are not covered by GRID Alternatives automobile insurance and agree that they will only operate a moving vehicle in their role as a volunteer if they currently have up-to-date personal auto insurance.

The Volunteer agrees to arrive promptly to the installation site, and to inform GRID Alternatives as soon as possible if they are unable to report for a scheduled installation so that a substitute may be scheduled.





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**ASSUMPTION OF RISK:** THE VOLUNTEER IS AWARE THAT, IN PARTICIPATING IN THE PROGRAM, THEY MAY BE EXPOSED TO PERSONAL INJURY OR DEATH, OR DAMAGE TO THEIR PROPERTY AS A RESULT OF THEIR ACTIVITIES, THE ACTIVITIES OF OTHER VOLUNTEERS, OR THE CONDITIONS UNDER WHICH THEIR VOLUNTEER SERVICES ARE PERFORMED. THE VOLUNTEER ACKNOWLEDGES THAT THEY WILL BE WORKING WITHIN A CONSTRUCTION WORKSITE WHERE POWER TOOLS, SUPPLIES, DEBRIS AND OTHER MATERIALS WILL BE HANDLED BY UNSKILLED VOLUNTEER WORKERS, AND THAT THERE MAY EXIST KNOWN AND/OR UNKNOWN HAZARDOUS CONDITIONS WITHIN THE WORKSITE AREA. WITH KNOWLEDGE OF THESE RISKS, THE VOLUNTEER AGREES TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY, DEATH, OR DAMAGE TO THEIR PROPERTY.

RELEASE OF LIABILITY: IN CONSIDERATION OF THE OPPORTUNITY AFFORDED TO THE VOLUNTEER TO PARTICIPATE IN THIS PROGRAM, THE VOLUNTEER HEREBY AGREES THAT THEMSELVES, SUCCESSORS, ASSIGNEES, HEIRS, GUARDIANS AND LEGAL REPRESENTATIVES. WILL NOT MAKE ANY CLAIM AGAINST GRID ALTERNATIVES, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR THE ORGANIZATIONS, CONTRACTORS. AFFILIATED SUPPLIERS, VOLUNTEER, SPONSORS, VOLUNTEER COORDINATORS, OR HOMEOWNERS PARTICIPATING IN THE PROGRAM (COLLECTIVELY, THE "RELEASED PARTIES"), FOR INJURY, DEATH OR DAMAGE, HOWSOEVER CAUSED. THAT RESULTS FROM THEACTS OR OMISSIONS OF ANY PERSON OR ENTITY ARISING FROM, OR RELATED TO, THEIR PARTICIPATION IN THE PROGRAM, INCLUDING THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE VOLUNTEER HEREBY WAIVES AND RELEASES ANY AND ALL RIGHTS, ACTIONS OR CAUSES OF ACTION ARISING FROM ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE THAT THEY SUSTAIN AS A RESULT OF THEIR PARTICIPATION IN THE PROGRAM. THE VOLUNTEER UNDERSTANDS THAT THIS RELEASE FULLY DISCHARGES ALL CLAIMS WHETHER KNOWN TO THEM OR NOT AS PROVIDED BY CALIFORNIA CIVIL CODE SECTION 1542. THIS STATUTE PROVIDES THAT UNLESS THE VOLUNTEER SPECIFICALLY AGREES TO RELEASE CLAIMS THEY DO NOT KNOW ABOUT, THEY ARE NOT RELEASED BY A GENERAL RELEASE. BY THIS AGREEMENT, THE VOLUNTEER AGREES TO WAIVE THAT RIGHT AND AFFIRM THEIR INTENTION TO RELEASE NOT ONLY CLAIMS KNOWN TO THEM, BUT ALSO THOSE UNKNOWN TO THEM AT THIS TIME.

**CONSENT TO USE OF LIKENESS:** The Volunteer consents to the unrestricted use, in any medium, by GRID Alternatives, and/or its authorized designee, of any photograph, recording, interview, videotape, motion picture, or similar visual or auditory recording of them created as a result of their participation in the Program.





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KNOWING AND VOLUNTARY EXECUTION: THE VOLUNTEER HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. THE VOLUNTEER IS AWARE THAT THIS IS A CONTRACT BETWEEN THEMSELVES AND GRID ALTERNATIVES AND CONTAINS AN ASSUMPTION OF RISK AND RELEASE OF	LIABILITY, AND THE VOLUNTEER SIGNS IT OF THEIR OWN FREE WILL. BY SIGNING THIS AGREEMENT, THE VOLUNTEER CERTIFIES THAT THEY ARE EIGHTEEN YEARS OF AGE OR OLDER.  IN WITNESS WHEREOF, Volunteer has executed this Release of Liability as of the day and year written above.
First and Last Name:	Signature:
Emergency Contact Name:	Emergency Contact Phone: