



est. 2015

VOLUNTEER RELEASE OF LIABILITY

Date Range: _____

Location: _____

I, the undersigned below, agree to these statements and conditions as this agreement pertains to my participation in the volunteer opportunity ("Volunteer Event") organized by Pen & Napkin, Inc. ("P&N"). All copies, facsimiles, and reproductions of this document shall be as valid as the original.

1. HOLD HARMLESS

I hereby release P&N, its officers, directors, employees, agents, land owners, or representatives from any and all liability, claims, or demands for personal injury, sickness, or death, as well as property and expenses, of any nature whatsoever which may be incurred by me regarding my participation in the Volunteer Event, including transportation, regardless of whether or not damages or injuries are caused directly or indirectly by the negligence of P&N's officers, directors, employees, agents, land owners, or representatives. I further hereby agree to hold harmless and indemnify P&N's, its officers, directors, employees, agents, landowners, or representatives for any liability sustained by said acts, including expenses incurred attendant thereto.

2. EMERGENCY MEDICAL TREATMENT PERMISSION

I understand that on rare occasions an emergency requiring medical treatment can develop. I hereby consent to receive medical treatment, which may be deemed advisable in the event of an injury, accident, and/or illness ("Incident") during the Volunteer Event. I further agree to pay for any medical, dental, surgical, or other hospital care, or diagnosis rendered to me. It is understood that if I am injured onsite, efforts shall be made by P&N's employees to contact my designated emergency contact(s) before rendering treatment, but that any of the above treatment will not be withheld if the designated emergency contact(s) cannot be reached. I hereby authorize P&N to release any and all information regarding the Incident(s) to my designated emergency contact(s). I further authorize P&N to release the medical information contained on the Emergency Contact form to health care providers for the purpose of securing health care services for me.

3. MEDIA RELEASE

I understand that P&N collects, records, publishes, posts, transmits, and displays audio/visual "media" (images, recordings, videos, and other media). With this understanding, I give permission for media of myself to be collected, recorded (on film or otherwise), published, posted, displayed and transmitted (through livestream or otherwise) by P&N for any purpose. I hereby voluntarily release and hold harmless P&N, its directors, employees, land owners, and agents acting officially or otherwise, from all manner of suits, actions, claims, demands, and liabilities which may arise from my media participation. This release applies to any and all media known, and hereafter devised, in perpetuity throughout the universe. I understand that all media remains the property of P&N, and waive all rights to original media, copies of media, royalties, entitlements, payments, or any other compensation or quid pro benefits which might arise from P&N's acquisition, storage, display, publication, posting, or distribution of media of myself. I understand that this document constitutes a full and complete waiver of all possible claims of any nature whatsoever, including claims of negligence, personal injury or property loss, or damage, arising out of my media participation.

4. CHOICE OF LAW

California state law governs the interpretation of this release and applies to all claims hereunder, regardless of conflict of laws principles. Any action brought will be subject to the laws of the United States. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in San Diego County, California, USA for all disputes arising out of or relating to this contract.

I CERTIFY THAT I HAVE READ THIS DOCUMENT; AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Name: _____

Date: _____

Signature: _____

EMERGENCY CONTACT FORM

Volunteer Information:

Name: _____

Address: _____

D.O.B.: __ / __ / _____

Cell #: _____

Emergency Contact Information:

<i>Contact #1</i>	<i>Contact #2</i>
<u>Name:</u>	<u>Name:</u>
<u>Phone #:</u>	<u>Phone #:</u>
<u>Relationship (parent/guardian, friend, relative, etc.):</u>	<u>Relationship (parent/guardian, friend, relative, etc.):</u>
<u>Address:</u>	<u>Address:</u>

Medical Information (attach extra pages if necessary):

1. Please describe any prescription medications or special medical care you require. If none, write "NONE."
2. Please describe all medications to which you are allergic. If none, write "NONE."
3. Please describe any other allergies you may have, or any special medical conditions. If none, write "NONE."