

Volunteer Liability Waiver and Agreement

Pre-Health Shadowing (“PHS”) is a nonprofit organization whose mission is to accommodate the lives of students, providing virtual shadowing options for medical careers that include live zooms or recorded videos. Students may receive a certificate verifying their participation in the program, upon completing a short assessment following the session. The organization hosts various health professionals from diverse backgrounds who provide information regarding their job, education, extracurricular activities, admissions process, daily tasks, and interesting cases. Pre-Health Shadowing regularly engages volunteers in its activities. By participating as a volunteer, I, the Volunteer (or the Volunteer’s legal guardian), agree that:

Policies and Safety Rules

For my safety and that of others, I will comply with Pre-Health Shadowing’s volunteer policies, safety rules, and other directions for all volunteer activities. I will supervise any child or other person for whom I am responsible. If I become aware of any hazardous condition or danger at a PHS program site, I will alert Pre-Health Shadowing.

Awareness and Assumption of Risk

I understand that Pre-Health Shadowing activities have inherent risks that may arise from the activities themselves, my own actions or inactions, or the actions or inactions of PHS, its directors, officers, employees and agents, other volunteers, and others present at that PHS program sites. I assume full responsibility for any and all risks of bodily injury, death, or property damage caused by or arising directly or indirectly from my presence at PHS program sites or participation in PHS activities, regardless of the cause.

Waiver and Release of Claims

In consideration for my participation in Pre-Health Shadowing programs, I waive and release any and all claims against: Pre-Health Shadowing; the owner(s) of premises on which PHS programs take place (collectively, “Landowners”); and PHS’s and Landowners’ directors, officers, agents, employees, volunteers, and affiliates (collectively, the “Released Parties”), for any liability, loss, damages, claims, expenses and attorneys’ fees resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at a PHS program site or participation in PHS activities, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims. I waive the protections of Section 1542 of the California Civil Code, which provides that a general release does not extend to certain claims not known to me at the time I signed this waiver and release.

Medical Care Consent and Waiver

I authorize Pre-Health Shadowing to provide to me first aid and, through medical personnel of its choice, medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon PHS to provide such assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment, or medical service, including the lack or timing of such, made in connection with my volunteer activities with PHS.

Indemnification

I will defend, indemnify, and hold the Released Parties harmless from and against any and all liability, loss, damages, claims and attorney’s fees that may be suffered by any Released Party resulting directly or indirectly from my Pre-Health Shadowing volunteer activities or presence and PHS program sites, except and only to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.

Confidentiality

As a volunteer, I may have access to confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as required in my PHS volunteer activities or as PHS’s executive board members expressly authorize in writing.

Assignment of Work Product

If I prepare any work product for Pre-Health Shadowing, I intend for PHS to have full and exclusive rights to such work product, including brochures, reports, websites, software, presentations, or other materials I create or help to create for PHS, and any intellectual property rights in or derivatives of such work product.

Accordingly, I: (a) assign to PHS all rights, title, and interest worldwide in the work product; (b) grant to PHS an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in the work product that cannot be assigned to PHS; and (c) waive enforcement against PHS of any rights in the work product that cannot be assigned or licensed to PHS.

Publicity

I consent to the use by Pre-Health Shadowing of my image, voice, name and/or story in any format, including video, print, or electronic (collectively, the “Materials”), as PHS may deem appropriate to promote its programs. PHS may make the Materials available at its discretion to third parties, on PHS’s website, in PHS’s publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product or to receive any payment. I grant to PHS all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

Volunteer Not an Employee

I understand that (i) I am not an employee of PHS, (ii) that I will not be paid for my participation, and (iii) I am not covered by or eligible for any PHS insurance, health care, worker’s compensation, or other benefits. I may choose at any time not to participate in an activity, or to stop my participation entirely, with PHS.

General Provisions

I understand that this agreement will be binding for the duration of my involvement with PHS’s programs. This is the final, complete, and exclusive agreement between PHS and me, and supersedes all prior or contemporaneous communications or understandings, either oral or written. This agreement will be binding to the fullest extent permitted by law. If any provision of this agreement is found to be illegal, invalid, or unenforceable, the remaining terms will be effective.

I have read this agreement and understand its terms and that I am giving up certain legal rights by continuing to volunteer with Pre-Health Shadowing.