

**VOLUNTEER RELEASE/WAIVER FORM**

**C.V. MASK PROJECT**

The undersigned (which shall include the undersigned parent/legal guardian for any minor) (“Volunteer”) desires to participate as a volunteer in the C.V. Mask Project, which is an informal group of individual volunteers and organizations donating money, services, materials and facilities for the temporary manufacture and delivery of masks and gowns to health care workers in the Coachella Valley, due to severe shortage of these items during the Coronavirus Pandemic emergency.

I have volunteered to provide services, materials and/or facilities for this emergency effort (individually and collectively, “Volunteer Services”), at no charge and without any expectation or requirement of compensation or other remuneration or benefits.

Further, I, for myself and my heirs, executors, administrators and assigns, hereby FULLY AND UNCONDITIONALLY AGREE TO FOREVER RELEASE, DISCHARGE, COVENANT NOT TO SUE AND INDEMNIFY/HOLD HARMLESS all individuals, entities and organizations that are involved in the C.V. Mask Project - - including without limitation JPM Building, LLC, JPM Enterprises, LLC, The Five Hundred, Dezart Performs, Marvan Inc. (dba The Purple Room), Western Wind Foundation, and Eisenhower Medical Center (dba Eisenhower Health) -- and their respective owners, members, principals, partners, shareholders, directors, officers, employees, agents, representatives, affiliates, and successors and assigns, from and against any and all liabilities, claims, losses, demands, costs and expenses of whatever kind of nature, and whether in law, contract, tort or in equity, and whether in the nature of injury, illness, death, property damage, financial damage, emotional distress or any other type of claim, which may arise from or relate in any manner to my Volunteer Services, even if caused by their negligence or otherwise. I understand and acknowledge that no other individuals, entities or organizations that are involved in the C.V. Mask Project are assuming, or will assume, any liability, responsibility, or obligation in connection with my Volunteer Services (including without limitation any compensation or remuneration), and I EXPRESSLY WAIVE ANY CLAIM FOR ANY SUCH LIABILITY AND I EXPRESSLY ASSUME ALL RISK OF INJURY, HARM, LOSS AND/OR DAMAGE in connection with the Volunteer Services.

I hereby waive any and all rights and benefits conferred upon me by the provisions of Section 1542 of the California Civil Code, which states:

*"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

This Release/Waiver shall be governed by and interpreted in accordance with, and is intended to be as broad and as inclusive as is permitted by, the laws of the State of California. I agree that in the event that any provision of this Release/Waiver is deemed invalid, the enforceability of the remaining provisions of this Release/Waiver shall not be affected.

I have carefully read and understand this Release/Waiver and sign this instrument as my own free act.

*Signature(s)*

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian For Volunteer Under 18  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date